



# राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

खण्ड 21]

शिमला, शनिवार, 22 सितम्बर, 1973/31 भाद्रपद, 1895

[ संख्या 38

	विषय-सूची	
भाग 1	वैधानिक नियमों को छोड़ कर हिमाचल प्रदेश के राज्यपाल और हिमाचल प्रदेश हाई कोर्ट द्वारा अधिसूचनाएं इत्यादि ..	1466—1475 तथा 1550
भाग 2	वैधानिक नियमों को छोड़ कर विभिन्न विभागों के अध्यक्षों और जिला मैजिस्ट्रेटों द्वारा अधिसूचनाएं इत्यादि ..	1475—1502
भाग 3	अधिनियम, विधेयक और विधेयकों पर प्रवर समिति के प्रतिवेदन, वैधानिक नियम तथा हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश हाई कोर्ट, फाइनेन्शल कमिश्नर तथा कमिश्नर आफ इन्कम-टैक्स द्वारा अधिसूचित आदेश इत्यादि ..	1502—1506
भाग 4	स्थानीय स्वायत्त शासन: म्यूनिसिपल बोर्ड, डिस्ट्रिक्ट बोर्ड, नोटिफाइड और टाउन एरिया तथा पंचायत विभाग ..	1507—1513
भाग 5	वैयक्तिक अधिसूचनाएं और विज्ञापन ..	1514—1522
भाग 6	भारतीय राजपत्र इत्यादि में से पुनः प्रकाशन ..	1522—1533
भाग 7	भारतीय निर्वाचन आयोग (Election Commission of India) को वैधानिक अधिसूचनाएं तथा अन्य निर्वाचन सम्बन्धी अधिसूचनाएं ..	1533—1550
—	अनुपूरक ..	—

22 सितम्बर, 1973/31 भाद्रपद, 1895 को समाप्त होने वाले सप्ताह में निम्नलिखित विज्ञप्तियां 'असाधारण राजपत्र, हिमाचल प्रदेश' में प्रकाशित हुईं:—

विज्ञप्ति की संख्या	विभाग का नाम	विषय
No. 8-7/73-F&S, dated 15th September, 1973.	Food and Supplies Department	Constituting the Himachal Pradesh Advisory Committee for Procurement and Distribution of Essential Commodities at the District Levels.
No. 7-23/69-LSG, dated 17th September, 1973.	Local Self Government Department.	Superseding the Municipal Committee, Paonta Sahib and appointing the Administrator thereof till the Committee is reconstituted.
No. 2-6/71-DP (Apptt. II), dated 20th September, 1973.	Department of Personnel	The Himachal Pradesh Public Service Commission (Exemption from Consultation) Regulation, 1973.
No. 3-36/72-GAC, dated 17th September, 1973.	General Administration Department.	Transferring the Santla and Kurna Patwar Circles from Tehsil & District Hapurpur to Tehsil Dehra of District Kangra.
No. 7-26/69-LSG, dated 19th September, 1973.	Local Self Government	Refixing the number of Members of Notified Area Committee, Dehra Gopipur.
No. 7-26/69-LSG, dated 19th September, 1973.	-do-	Appointing S.D.O. (Electricity), Dehra Gopipur, as fourth official member of N.A.C. Dehra Gopipur.

# भाग 1—वैधानिक नियमों को छोड़ कर हिमाचल प्रदेश के राज्यपाल और हिमाचल प्रदेश हाई कोर्ट द्वारा अधिसूचनाएं इत्यादि

## हिमाचल प्रदेश हाई कोर्ट

### NOTIFICATIONS

Simla-1, the 7th September, 1973

No. HHC/Admn. 1 (26)/72-9781.—The hon'ble the Chief Justice has been pleased to order the confirmation of the following officers working in the High Court against the post, and with effect from the date shown against their names:—

Sl. No.	Name	Post against which confirmed with pay scale	Date from which confirmed
1	2	3	4
1	Sh. B. R. Himalvi.	Assistant Registrar in the Scale of Rs. 700-1100.	31-10-1971
2	Sh. B. K. Sharma.	Superintendent in the Scale of Rs. 450-800.	31-10-1971

Simla-1, the 10th September, 1973

No. HHC/GAZ/3-32/71-9793.—In Supersession of this High Court notification of even number, dated the 23rd January, 1973, Hon'ble the Chief Justice and Judges have been pleased to grant the following leave in favour of Shri Roop Singh, Senior Sub-Judge:—

1. 5 days earned leave from 4th to 8th September, 1972, with permission to prefix and suffix Sundays and Second Saturday falling on 3rd, 9th and 10th September, 1972.

2. 13 days earned leave with effect from 11th December, 1972 to 23rd December, 1972 with permission to prefix and suffix holidays falling on 9th, 10th, 24th and 25th December, 1972.

Certified that Shri Roop Singh would have continued to officiate as Senior Sub-Judge but for his proceeding on leave during the above-mentioned periods.

It is also certified that Shri Roop Singh was likely to return to the same station after the expiry of his leave.

By order,  
KEDARISHWAR,  
Registrar.

## हिमाचल प्रदेश सरकार

### PERSONNEL (A-I) DEPARTMENT

#### NOTIFICATIONS

Simla-2, the 4th September, 1973

No. 3-68/71-Apptt.—The Governor, Himachal Pradesh is pleased to refuse 120 days Leave Preparatory to Retirement in favour of Shri P. N. Dewan, Deputy Director of Welfare, Himachal Pradesh (a select list Officer of HAS), in the exigencies of public service. This refused leave may be availed of by Shri P. N. Dewan with effect from 10th January, 1974 (F.N.).

2. The refusal of leave shall not entitle Shri P. N. Dewan automatic extension of service and, as such during his leave he will not have any lien on his permanent post.

L. TOCHHAWNG,  
Chief Secretary.

Simla-2, the 11th September, 1973

No. 1-27/71-Apptt.—The Governor, Himachal Pradesh is pleased to accord *ex post facto* sanction to the grant of 10 days earned leave with effect from 16-8-73 to 25-8-73 with permission to prefix restricted/Gazetted holidays on 14th and 15th August, 1973 and to suffix Sunday the 26th August, 1973 in favour of Shri B. D. Sharma, Legal Remembrancer-cum-Secretary (Law) to the Government of Himachal Pradesh in connection with the illness of his son.

2. Certified that Shri B. D. Sharma would have continued to hold the post of Legal Remembrancer and Secretary (Law) but for his proceeding on leave mentioned above.

3. Certified that Shri B. D. Sharma on the expiry of the above-mentioned leave has since assumed the charge of the post at the station from where he had proceeded on leave.

U. N. SHARMA,  
Chief Secretary

Simla-2, the 11th September, 1973

No. 3- /73-Apptt.—The Governor, Himachal Pradesh is pleased to refuse Leave Preparatory to Retirement in favour of Shri S. R. Mahantan, a member of Himachal Pradesh Administrative Service presently posted as Deputy Secretary (Revenue) to the Government of Himachal Pradesh, in the exigencies of public service. This refused leave may be availed of by Shri S. R. Mahantan, with effect from 9th December, 1973 (F.N.).

2. The refusal of leave shall not entitle Shri S. R. Mahantan, automatic extension of service and, as such, during his leave he will not have any lien on his permanent post.

A. K. GOSWAMI,  
Joint Secretary.

### AGRICULTURE DEPARTMENT

#### NOTIFICATION

Simla-2, the 1st September, 1973

No. 6-21/69-Agr. Sectt.—In exercise of the powers conferred by sub-section (3) of section 1 of the Himachal Pradesh Land Development Act, 1973 (14 of 1973) the Government of Himachal Pradesh appoints 1st September, 1973, as the date on which the said Act shall come into force throughout Himachal Pradesh.

By order,  
K. C. PANDEYA,  
Secretary.

# ANIMAL HUSBANDRY DEPARTMENT

## NOTIFICATION

Simla-2, the 11th September, 1973

**No. 23-6/69-AH (Sectt.).**—The Governor, Himachal Pradesh is pleased to order that Shri Kartar Singh, Manager, Jersey Cattle Breeding Farm, Palampur, shall retire from Government service on attaining the age of superannuation w. e. f. the 15th August, 1974 forenoon.

A. PRASAD,  
Deputy Secretary.

# EDUCATION DEPARTMENT

## CORRIGENDUM

Simla-2, the 5th September, 1973

**No. 6-34/70-Sectt. Edu. A.**—In exercise of the powers vested in him under section 48(1) of the Land Acquisition Act, 1894, the Governor, Himachal Pradesh is pleased to withdraw from proceedings, in respect of the parcels of land specified in the Schedule to this notification, initiated for the acquisition of land vide notification of even number, dated 18-6-71 followed by notification of even number, dated 11-1-1972, for the construction of Government College, Una building in villages Malahat and Bharolian, Tehsil Una, District Una, Himachal Pradesh.

## SCHEDULE

District: UNA

Tehsil: UNA

Village	Khasra No.	Area	
1	2	K. M.	3 4
MALAHAT	108, 109, 110, 113, 115, 119/2, 120/2, 136/2, 137/2, 194/2, 195/2, 196/2, 272 to 280/2, 284/2, 287/2, 285/2, 289/2, 290/2, 306/2, 307, 308/2, 313/2, 314/2, 950/2, 315, 952/2, 955/2, 953/2, 956/2.	64	9
BHAROLIAN	1552/1186/1/2, 1409/1188/2, 1410/1188/2, 1414/76/2, 1415/80/2, 1426/80/2, 1570/81/2, 84/2, 97/2, 99/2, 1353/101/2, 103/2, 104/2, 106/2, 108/2, 1354/110/2, 1355/110/2, 1552/1186/2/2.	30	12

By order,  
ANANG PAL,  
Secretary (University Education).

# FOREST DEPARTMENT

## NOTIFICATIONS

Simla-2, the 31st August, 1973

**No. 8-5/73-SF.**—Whereas the owners of the majority of shareholders in the land specified in the following schedule have with a view to the conservation of forests thereon, represented in writing to the collector of Sirmur district that the said land may be managed on their behalf by the Himachal Pradesh Government as protected forest on such terms as may be mutually agreed upon.

Now, therefore, the Governor of Himachal Pradesh in exercise of the powers conferred by section 38 of the Indian Forest Act, 1927 (Act No. XVI of 1927), is pleased to declare that sections 30, 32, 33, 34 and 68 of the said act shall apply to the lands specified in the following schedule:—

## SCHEDULE

District: SIRMUR

Village	Khasra No.	Area	
1	2	Big. Bis.	3 4
Tehsil: RENUKA			
Gohnu	171, 172 173	278	14
Matlana	1 min, 74 min,	292	10
Khanani	1, 43, 44	403	09
Malhan Toori	29	270	14
Panyali	1 min, 3 min, 4 min, 44, 127, 671/396 min, 585, 681/324 min, 687/396, 400 min, 661	2304	11
Kaba	107/1, 2, 109/5	325	19
Becher-ka-bagh	12, 84, 86, 1, 3, 111	362	08
Tehsil: PACHHAD			
Arka Baryog	149/1, 83 98	296	17
Mandoli	182/154, 194/164, 204/197.	614	14
Sakhol	193/164, 198/168, 11, 3113/1, 131, 133, 113, 49, 57 min, 82.		
Serta	1 min	44	02
Katiana.			
Nehar	360 min, 413 min 414 min.	1440	17
Runja	48, 49, 50, 47, 120.	270	16
Channar			
Mathanan	22, 21	75	19
Charpari.			

Simla-2, the 1st September, 1973

**No. 7-6/72-SF.**—In exercise of the powers conferred by Section 30(C) of the Indian Forest Act, 1927 (XVI of 1927), as applied to Himachal Pradesh, the Governor of Himachal Pradesh is pleased to prohibit, from the date of issue of the notification as aforesaid the quarrying of stone, or the burning of timber or charcoal, or the collection or subjection to any manufacturing process, or removal of any forest produce in any such forest and the breaking up or clearing for cultivation, for building, for herding cattle or for any other purpose or any land in Khasra Nos. 324/1, 324/2, 324/3, 324/4, and 326 in Village Bharoli, Pargana Pandrishau, Tehsil Rohru, district Simla to which the provisions of Chapter IV of the Indian Forest Act have been made applicable vide Himachal Pradesh Government Notification No. 7-6/72-SF, dated the 18th July, 1972.

Simla-2, the 4th September, 1973

**No. 8-5/73-SF.**—In pursuance of the provisions of clause (b) of section 30 of the Indian Forest Act, 1927 and all other powers enabling him in this behalf, the Governor of Himachal Pradesh is pleased to declare that the land specified in the schedule appended to Himachal Pradesh Government notification of even number, dated 31-8-73 shall be closed for regeneration for a period of 10 years with effect from the date of

this notification or for such shorter period as may be found sufficient and that the rights of private persons in or over the said land shall be suspended during the said period.

*Simla-2, the 4th-September, 1973*

**No. 8-5/73-SF.**—In pursuance of the provisions of clause (b) of section 30 of the Indian Forest Act, 1927 and all other powers enabling him in this behalf, the Governor of Himachal Pradesh is pleased to declare that the land specified in the schedule appended to Himachal Pradesh Government notifications of even number, dated 31-8-73 shall be closed for regeneration for a period of (20) years with effect from the date of this notification or for such shorter period as may be found sufficient and that the rights of private persons in or over the said land shall be suspended during the said period.

By order,  
**P. K. MATTOO,**  
*Secretary.*

### HOME DEPARTMENT NOTIFICATION

*Simla-2, the 5th September, 1973*

**No. 9-15/73-Home (A).**—Whereas it has been alleged that an insult to the National Flag was caused when Sarvshri Daulat Ram Chauhan and Shanta Kumar M.L.A., made an attempt to hoist the National Flag in the evening of 15th August at the Ridge in Simla and the Police on duty prevented them from doing so;

And whereas it is necessary to appoint a Commission of Inquiry for the purpose of making an enquiry into the alleged insult to the National Flag, which is a definite matter of public interest;

Now, therefore, the Governor, Himachal Pradesh, in exercise of the power vested in him under section 3(1) of the Commissions of Inquiry Act, 1952 (Act No. LX of 1952) is pleased to appoint Shri Gangesh Misra, Divisional Commissioner, as the Commission of Inquiry and to require him to enquire into and report within a period of three months from the date of issue of this notification whether there has been any insult to the National Flag on 15th August, 1973, at the Ridge in Simla in the evening, and, if so, by whom.

The Governor of Himachal Pradesh is also of the opinion that having regard to the nature of inquiry to be made and other circumstances of the case, the provision of sub-section (2), (4) and (5) of section 5 of Commissions of Inquiry Act, 1952 (Act No. LX of 1952) should be made applicable to the Commission and hereby directs that the said provisions shall apply to the Commission accordingly from the date of issue of the notification.

By order,  
**L. TOCHHAWNG,**  
*Chief Secretary.*

### HORTICULTURE DEPARTMENT NOTIFICATIONS

*Simla-2, the 1st September, 1973*

**No. 16-41/70-Agr. (Sectt).**—The Governor, Himachal Pradesh with the prior approval of the Himachal Pradesh Public Service Commission is pleased to appoint the following officers in order of seniority, at present holding the posts as stated in column 3 to the posts and from

the dates mentioned against their names until further orders.

Sl. No.	Name of officer	Existing post held	The post to which appointed on regular basis	Date of appointment
1	2	3	4	5
1.	Shri A. K. Dwivedi.	Beekeeping Development Officer ( <i>ad hoc</i> )	Beekeeping Development Officer, Naubahar, Simla-2.	1-9-1973
2.	Shri A. K. Dhar	Senior Technical Assistant (Plant Protection).	Beekeeping Development Officer with headquarters at Kangra District Kangra.	With effect from the date of taking over.

The above named officers will be on probation for a period of two years with effect from 1st September, 1973 date of joining respectively.

**K. C. PANDEYA,**  
*Secretary.*

*Simla-2, the 10th September, 1972*

**No. 42-1/73-Hort. Sectt.**—Whereas it appears to the Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at public expense for a public purpose, namely for the Progeny-cum-Demonstration Orchard, Jhamar, Tehsil Sadar, District Mandi and Machhyal, Tehsil Sadar, District Mandi, Himachal Pradesh it is hereby notified that the land described in the specification below is likely to be acquired for the above purpose.

2. This notification is made under the provision of section 4 of Land Acquisition Act, 1894 to all whom it may concern.

3. In exercise of the powers conferred by the aforesaid section, the Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required on permitted by that section.

4. Any person interested, who has any objection to the acquisition of the said land in the locality, may within thirty days of the publication of this notification, file and objection in writing before the Land Acquisition Collector, Mandi, District Mandi, Himachal Pradesh.

### SPECIFICATION

*District:* MANDI

*Tehsil:* SADAR

Village	Khasra No.	Big.	Bis.	Bisw.
1	2	3	4	5
JHAMAR	391	19	4	10
	392			
	390			
	367			
	366			
	265			
	368			
Total ..		19	4	10



1	2	3	4	5
MACHHYAL	394			
	402			
	403			
	404			
	405	11	9	11
	406			
	407			
	408			
	363			
Total	..	11	9	11

By order,  
K. C. PANDEYA,  
Secretary.

## HEALTH AND FAMILY PLANNING DEPARTMENT CORRIGENDUM

Simla-2, the 3rd September, 1973

No. 16-2/69-H&FP.—Please read "S.D.O.(C) Ani" instead of "Land Acquisition Collector, Kulu district" in third and fourth line of Para 2, after the word said Act, in this Government notification of even number, dated the 21st February, 1973.

## NOTIFICATIONS

Simla-2, the 4th September, 1973

No. 1-60/70-H&FP.—The Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, Simla, is pleased to appoint Dr. Om Prakash Taneja as a Professor of Surgery, Himachal Pradesh Medical College, Simla in the scale of Rs. 1300-60-1600-100-1800 from 8th August, 1973 (F.N.). He will be on probation for a period of two years.

Simla-2, the 7th September, 1973

No. 1-122/73-H&FP.—The Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, Simla, is pleased to appoint Doctor Debajyoti Das Gupta as lecturer in Medicine, Himachal Pradesh Medical College, Simla, in the scale of Rs. 600-40-1000-EB-50-1300 from 9-4-73 (F.N.). He will be on probation for a period of two years.

By order,  
H. S. DUBEY,  
Secretary.

Simla-2, the 10th September, 1973

No. 1-163/73-H&FP.—The Governor, Himachal Pradesh is pleased to appoint Doctor (Miss) Pushap Lata Bisht as Civil Assistant Surgeon Grade I (G) in the scale of Rs. 350-25-500-30-590/30-830-35-900 on *ad hoc* basis for a period of three months from 5-7-73 (F.N.) or till post is filled up on regular basis, whichever is earlier.

Simla-2, the 10th September, 1973

No. 1-164/73-H&FP.—The Governor, Himachal Pradesh is pleased to appoint Doctor Chander Gopal Singh Chauhan, as Civil Assistant Surgeon Grade I (G) in the scale of Rs. 350-25-500-30-590/30-830-35-900 on *ad hoc* basis for a period of three months from 25-5-73 (F.N.) or till post is filled up on regular basis, whichever is earlier.

A. D. DHANTA,  
Under Secretary.

Simla-2, the 12th September, 1973

No. 1-137/73-H&FP.—The Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, Simla, is pleased to appoint Dr. Kali Ram Lakhanpal as Deputy Assistant Dental Surgeon, Himachal Pradesh Medical College, Simla, in the scale of Rs. 450-30-660-EB-40-1100-50-1250 from 20-7-73 after noon. He will be on probation for a period of two years.

By order,  
H. S. DUBEY,  
Secretary.

## INDUSTRIES DEPARTMENT NOTIFICATIONS

Simla-2, the 25th August, 1973

No. 3-13/73-SI(HB).—The Governor of Himachal Pradesh is pleased to order that the term of appointment of members of the Himachal Pradesh State Handicrafts Board constituted vide this Department's notification No. 3-13/72-SI(HB), dated the 29th May, 1973, shall be three years.

Simla-2, the 10th September, 1973

No. 17-36/72-SI.—The Governor of Himachal Pradesh is pleased to constitute a "Selection Committee" for scrutinising the applications for setting up Electronics Industries in Himachal Pradesh consisting of the following:—

1. Director of Industries, H. P. Chairman
2. Managing Director, H. P. state Small Industries and Export Corporation Limited, Simla. Member
3. Shri Bajpai, Under Secretary, Department of Electronics, Government of India, New Delhi. Member

2. The Committee will continue to function till reconstituted.

By order,  
P. K. MATTOO,  
Secretary.

## JAILS DEPARTMENT NOTIFICATION

Simla-2, the 6th September, 1973

No. 3-52/73-LWP(Prisons).—The Governor, Himachal Pradesh is pleased to accord sanction to the grant of 30 days earned leave with effect from 12th September, 1973 to 11th October, 1973 with permission to suffix gazetted holidays falling on 12th, 13th and 14th October, 1973 in favour of Shri Inder Singh, Superintendent, District Jail, Dharamsala subject to title.

Certified that he would have continued to officiate but for his proceeding on the aforesaid leave.

Certified also that he is likely to return to the same station of duty from which he will proceed on the aforesaid leave.

The Assistant Superintendent, District Jail, Dharamsala will lookafter his duties during his absence on leave.

By order,  
PRAKASH CHAND,  
Secretary.

## PLANNING DEPARTMENT

## ADDENDUM

Simla-2, the 3rd September, 1973

No. 1-13/73-Plan.—The following additions shall be made in Annexure A to the Himachal Pradesh Government notification No. 7-4/70-Plan, dated the 29th May, 1971, regarding the constitution of District Development Committees in all the districts of Himachal Pradesh:—

1. Words and 'Members of Parliament' be added after words 'other than M.L.A.' against the head Travelling Allowance.
2. After sub-para (iii) the following para be added:—

"(iv) Travelling Allowance to Members of Parliament.—The members of the Parliament will be granted Travelling Allowance on the same terms and conditions and rates as are applicable to them when attending a Session of the Parliament."

3. Under head 'Daily Allowance' para (b)(i) after para (b) be added as under:—

"(b)(i) The Members of the Parliament will be entitled to Daily Allowance for each day of meeting at the same rates as are applicable to them when attending a Session of the Parliament."

## NOTIFICATIONS

Simla-2, the 3rd September, 1973

No. 1-13/73-Plan.—The Governor of Himachal Pradesh is pleased to order that the following additions shall be made in the Himachal Pradesh Government Notification No. 7-4/70-Plan, dated the 29th May, 1971, as subsequently amended vide Notifications of even number, dated the 29th July, and 22nd September, 1971, regarding constitution of the District Development Committees in each district of the Pradesh:—

## NON-OFFICIAL MEMBERS

4. The Members of Parliament (Lok Sabha) will attend the meetings of all the districts which fall within their respective constituencies.
5. The Members of Parliament (Rajya Sabha) will attend their District Development Committees ordinarily but they may attend any other District Development Committee meeting also.

Simla-2, the 10th September, 1973

No. 9-12-72-Plan (Estt).—In continuation of this Department notification No. 9-12/69-Plan (Estt.), dated the 20th February, 1973, the Governor, Himachal Pradesh is pleased to extend the deputation period of Shri C. D. Bhatt, District Statistical Officer under the Government of India, Ministry of Home Affairs, as Assistant Director of Census in the Directorate of Census Operations, Himachal Pradesh, for a further period from 1st July, 1973 to 31st December, 1975, or till he is finally absorbed in that Organisation, whichever is earlier on the terms and conditions stipulated in the Government of India, Ministry of Home Affairs letter No. 28/90-68-Pub. I, dated the 3rd December, 1968.

By order,  
B. C. NEGI,  
Secretary.

PUBLIC WORKS DEPARTMENT  
NOTIFICATIONS

Simla-2, the 3rd September, 1973

No. 2-34/70-P.W.D.—Whereas it appears to the Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for the Construction of Ambwa-Nagrota-Baila road, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the said land in the locality may, within thirty days of the publication of this notification, file an objection in writing before the Collector of Land Acquisition Officer, H. P. P. W. D., Solan.

## SPECIFICATION

District: SIRMUR

Tehsil: PAONTA

Village	Khasra No.	Area	
		Big	Bis.
1	2	3	4
NAGUTHA	292	20	2
	303	4	15
	300	4	13
	302	3	6
	301	2	18
	209	3	5
	187	3	4
	184	4	14
	178	4	11
	177	3	6
	176	1	9
	175	1	12
	170	4	2
	168	24	17
	169	9	11
	320	10	9
	319	523	14
	185	1	0
	186	18	6
Total		649	14

By order,  
H. S. DUBEY,  
Secretary.

Simla-2, the 5th September, 1973

No. 1-20/69-PW.—The Governor, Himachal Pradesh is pleased to revert Shri Narendra Nath, presently on deputation, as Superintending Engineer (Irrigation) with the Himachal Pradesh Public Works Department to the Himachal Pradesh State Electricity Board with immediate effect.

2. Shri G. N. Ramaswamiah, Surveyor of Works, Chief Engineer's Office will hold charge of the post of Superintending Engineer (Irrigation) till further orders in addition to his own duties and he will not be entitled to any remuneration for the same.

*Simla-2, the 5th September, 1973*

**No. 1-115/72-PWD.**—The Governor, Himachal Pradesh is pleased to place the Services of Shri R. B. Singh, Executive Engineer, Public Health Division Simla, Himachal Pradesh, Public Works Department with the Himachal

Pradesh Housing Board on deputation (Foreign Service) on usual terms and conditions with immediate effect.

H. S. DUBEY,  
*Commissioner and Secretary.*

## REVENUE DEPARTMENT

### NOTIFICATIONS

*Simla-2, the 5th September, 1973*

**No. 2-38/65-Rev. I.**—The Financial Commissioner, Himachal Pradesh is pleased to order the following postings and transfers of the Tehsildars with immediate effect in the public interest:—

Sl. No.	Name of Tehsildar	From	To
1.	Shri Inder Singh	Chachiot, Distt. Mandi.	Pooh, Distt. Kinnaur vice Sh. L. S. Chandel.
2.	Sh. N. N. Gautam	Karsog, Distt. Mandi.	Spiti, Distt. L & S vice Sh. Chhering Ram transferred.
3.	Sh. Chhering Ram	Spiti, Distt. L&S.	Karsog, Distt. Mandi vice Sh. N. N. Gautam transferred.
4.	Sh. Ishwar Chand	Pangi Distt. Chamba.	Office of L. A. O.-III Talwara vice Sh. M. S. Keith retired.
5.	Sh. H. S. Thakur	Office of D. C. (R&R), Talwara.	Mandi Sadar, Distt. Mandi against vacant post.
6.	Sh. Amar Singh	-do-	Rohru, Distt. Simla. vice Sh. R. R. Chauhan transferred.
7.	Sh. Prem Chand	Sarkaghat, Distt. Mandi.	Jogindernagar, Distt. Mandi against vacant post.
8.	Sh. L. R. Dhauta	Arki, Distt. Solan.	Bilaspur Sadar, Distt. Bilaspur vice Sh. Paras Ram transferred.
9.	Sh. Paras Ram	Bilaspur, Sadar.	Arki, Distt. Solan vice Sh. L. R. Dhauta transferred.
10.	Sh. Sewak Ram	Office of D. C. (R&R), Talwara.	Pangi, Distt. Chamba vice Shri Ishwar Chand transferred.
11.	Sh. R. R. Chauhan	Rohru Distt. Simla.	Chachiot, Distt. Mandi vice Sh. Inder Singh transferred.

2. The above-mentioned officers shall be entitled to T. T. A. and joining time as admissible under the rules. They shall move simultaneously without waiting for their substitutes:

By order,  
S. R. MAHANTAN,  
*Deputy Secretary*

*Simla-2, the 6th September, 1973*

**No. 9-18/69-Rev. II (P).**—In pursuance of provisions of section 16 of the Himachal Pradesh Holdings (Consolidation & Prevention of Fragmentation) Act, 1971 and all other powers enabling him in this behalf, the Governor, Himachal Pradesh is pleased to cancel the notification under section 14(1) of the East Punjab Holdings (Consolidation & Prevention of Fragmentation) Act, 1948 in respect of village Hanoh, Tikka Mewa, Tehsil and District Hamirpur. appearing at serial No. 195, Hadbast No. 43 (total area 286) of Punjab Government notification No. 14493-A, dated the 5th September, 1962.

*Simla-2, the 7th September, 1973*

**No. 9-6/73-Rev-II.**—In exercise of the powers conferred upon him under section 14 of the Himachal Pradesh Holdings (Consolidation and Prevention of Fragmentation) Act, 1971 (Act No. 20 of 1971) and all other powers enabling him in this behalf, the Governor, Himachal Pradesh is pleased to make the following corrections in the notification No. 12699-A, dated 10-8-1962 issued by the Consolidation of Holdings Department of the Composite Punjab in respect of a scheme for the Consolidation of Holdings in a group of estates mentioned in the said notification which will be deemed to have been

made with effect from the issue of the aforesaid notification.

### CORRECTION:

In the said notification:—

- (a) Against serial No. 92 under the heading total area for the figure "56", the figure "102" shall be substituted.
- (b) Against serial No. 93 under the heading H. B. No. for the figure "92/4", the figure "92/2" shall be substituted.
- (c) Against serial No. 94 under the heading Name of Tika for the word "Kobati", the word "Kothi" and under the heading H. B. No. for the figure "92/2", the figure "92/4" shall be substituted.

Simla-171002, the 10th September, 1973

No. 13-3/71-Rev. A.—The Governor, Himachal Pradesh is pleased to reconstitute with immediate effect for one year in the first instance the Pong Dam Oustees Rehabilitation Advisory Committee consisting of the following officials and non-officials namely:—

- |   |               |
|---|---------------|
| 1. The Chief Minister, Himachal Pradesh                             | Chairman      |
| 2. The Revenue Minister, Himachal Pradesh                           | vice Chairman |
| 3. Dr. Salig Ram, Agriculture Minister, Himachal Pradesh            | Member        |
| 4. Shri Babu Ram, Chief Parliamentary Secretary                     | -do-          |
| 5. Shri J. N. Bhardwaj Member Rajya Sabha                           | -do-          |
| 6. Shri Roshan Lal  | -do-          |
| 7. Shri Partap Singh Member Lok Sabha                               | -do-          |
| 8. Shri Vir Bhadra Singh  | -do-          |
| 9. Shri Vikram Chand Mahajan  | -do-          |
| 10. Shri N. C. Prasher  | -do-          |
| 11. Dr. Churamani, M.L.A.   | -do-          |
| 12. Shri Mela Ram, M.L.A.   | -do-          |
| 13. Shri Vikram Singh, M.L.A.                                       | -do-          |
| 14. Shri Dalip Singh, M.L.A.  | -do-          |
| 15. Shri Siri Ram, M.L.A.   | -do-          |
| 16. Shri Hem Raj Garg, Panj Bed Tehsil Dehra                        | -do-          |
| 17. Shri C. R. Prem, Village & P.O. Kator Khas, Tehsil Dehra        | -do-          |
| 18. Shri Pardhan Chand, Sarpanch of Bala Anor C/O. D. C. Dharamsala | -do-          |
| <b>Official Members.</b>  |               |
| 19. The Chief Secretary Government of Himachal Pradesh              | -do-          |
| 20. The Financial Commissioner, Himachal Pradesh                    | -do-          |
| 21. The Divisional Commissioner, Himachal Pradesh                   | -do-          |
| 22. The Deputy Commissioner, Kangra                                 | -do-          |
| 23. The Deputy Commissioner (R&R)                                   | -do-          |

The Under Secretary Rehabilitation (Pong Dam) to the Government of Himachal Pradesh will work as convener of the Committee. The Headquarters of the Committee will be at Simla.

The Governor, Himachal Pradesh is further pleased to make the following rules governing the grant of travelling allowances and daily allowances to the official and non-official members of the Committee:—

- (1) The official members will be entitled to travelling and daily allowances admissible to them according to the rules governing them.
- (2) The non-official members of the Committee will be entitled to draw travelling and daily

allowance as per Annexure 'A' in respect of the journeys that may be performed in connection with the work assigned to the Committee.

- (3) The Chief Secretary to the Government of Himachal Pradesh will be the Controlling Officer in respect of the countersigning of the travelling allowance bills of the non-official members and the travelling allowance bill will be prepared by the Department of Personnel (Secretariate Administration).
- (4) The expenditure will be debitable to head "19-General Administration-C-Secretariat and Attached Offices-C-Civil Secretariat-C-I (1) (3)-Allowance Honoraria etc."

By order,  
L. HMINGLIANA TOCHHAWNG,  
Secretary.

### ANNEXURE 'A'

#### T. A. & D. A. OF NON-OFFICIAL MEMBERS ON ADVISORY COMMITTEE

##### (A) TRAVELLING ALLOWANCE:—

- (i) Members of Parliament Appointed to Committees set-up by Government.—

In respect of journeys performed by Rail, Road, Air & Steamer in connection with the work of Committee while he is appointed, a member of Parliament will be entitled to travelling allowance on the same scale as is admissible to him under Salaries and Allowances of members of Parliament Act, as amended from time to time

Members of Parliament will utilise the free First Class railway pass issued to them as Members of Parliament in respect of all rail journeys undertaken by them on business of Committee. They will not travel by air conditioned accommodation at Government expenses. If a member of Parliament travels by air conditioned coach, he will pay the difference between the fares for the air-conditioned and first class accommodation from his own pocket. They will be paid incidental charges at the rate of 8 paise per Kilometer for each single journey performed by rail.

- (ii) Non-Official Member other than Members of Parliament.—

They will be treated at par with Government servants of the First Grade, and will be entitled to a single fare of the class of the accommodation actually used, but not exceeding the fare to which the Government Servants of the First Grade are normally entitled, i. e. accommodation of the highest class, by whatever name it may be called, provided on the railway by which the journey is performed excluding air-conditioned plus an allowance for incidental expenses vide S. R. 36 restricted to one daily allowance at the ordinary rates given under S. R. 51 for every 24 hours of the railway journey or part thereof.

##### JOURNEY BY ROAD

In respect of journey by road between places not connected by rail a member will be entitled to road mileage admissible to an officer of the First Grade under the rules and at the rates as applicable to the employees of the Himachal Pradesh Government.

In a case where journey between to places connected by rail is performed by road, rail being the ordinary mode of travelling, the road mileage will be regulated as under:—



(1) When Journey is performed by taking a single seat in a public conveyance, he will be entitled to actual fare paid for a seat in a public conveyance plus incidentals admissible as for journey by rail or the lower rate of road mileage limited to rail mileage, whichever is less.

(2) When the journey is performed otherwise the higher rate of road mileage, but limited to rail mileage will apply.

*Note.*—Non-official member, who are also members of the Vidhan Sabha will be entitled to Mileage at the same rate and on the same condition as are applicable to them as Member Vidhan Sabha to attend the session.

#### (B) DAILY ALLOWANCE:

(i) The non-official Members other than Members of Vidhan Sabha will be entitled to daily allowance for each day of the meeting at the highest rate admissible to a Government Servant of the First Grade for the respective locality.

(ii) The Members of Vidhan Sabha will be entitled to a daily allowance for each day of meeting at the same rate and on the same conditions as are applicable to them as Member Vidhan Sabha to attend the session.

(iii) In addition to the daily allowance for the day (s) of the meeting, a member shall also be entitled to daily allowance for halt on tour at an out station in connection with the affairs of the Committee as under:—

(i) Halt up to six hours	Nil
(ii) Halt exceeding six hours.	Half daily allowance.
(iii) Halt exceeding twelve hours but not exceeding twenty four hours	Full daily allowance.
(iv) Halt exceeding twenty four hours.	One daily allowance for every 24 hours of halt or fraction of 24 hours at the end of half daily allowance will be calculated as indicated above.

(iv) The members of parliament would be entitled for each day of the meeting to a daily allowance at the rate of Rs. 51.

(3) Daily allowance will be subject to the usual conditions laid down in Supplementary Rule 73, as amended from time to time.

#### (C) CONVEYANCE ALLOWANCE:

A non-official member, resident at a place where the meeting of the Committee is held will not be entitled to travelling and daily allowances on the scale indicated above, but will be allowed only the actual cost of conveyance hire, subject to a maximum of Rs. 15 per day before the claim is actually paid, the Controlling Officer shall verify the claim and satisfy himself, after obtaining such details as may be considered necessary, that the actual expenditure was not less than the amount claimed. In cases, he is not satisfied with the details, he may at his discretion, limit the conveyance allowance to road mileage.

If such a member used his own car, he will be granted mileage allowance at the rates admissible to officials of the first Grade subject to the maximum of Rs. 15 per day.

(4) The travelling and daily allowances will be admissible to a member on production of a certificate by him to the effect that he has not drawn any travelling or daily allowance for the same journey and halts from any other Government source.

(5) The Non-Official members will be eligible for travelling allowance for the journey actually performed in connection with the meetings of the Committee from and the place of their permanent residence to be named in advance. If any member performs a journey from a place other than the place of his permanent residence to attend a meeting of the Committee or returns to a place other than the place of his Permanent residence, after the termination of the meeting, travelling allowance shall be worked out on the basis of the distance actually travelled or the distance between the place of permanent residence and the value of the meeting, whichever is less.

(6) (i) The Non-official members who are members of Vidhan Sabha will not be entitled to daily allowance in connection with his assignment, when the Vidhan Sabha or the Vidhan Sabha Committee on which the Member is serving is in session, as they will be drawing their daily allowances under the SALARIES AND ALLOWANCES OF MEMBERS OF THE LEGISLATIVE ASSEMBLY (HIMACHAL PRADESH) ACT, 1971, from the Vidhan Sabha. However, if they certify that they were prevented from attending the Session of the House or the Vidhan Sabha Committee and did not draw any daily allowance from the Vidhan Sabha, they would be entitled to daily allowance at the rate as admissible to them as M.L.A's.

(ii) When the Parliament or a Parliamentary on which a Member is serving is in session, the member will not be entitled to draw any daily allowance in connection with his assignment on the Official Committee etc, as he will drawing his daily allowance under salaries and allowances of the members of Parliament Act. However, if he certifies that he was prevented from attending the Session of the House or the Parliament Committee, because of his work connected with the Committee and did not draw any daily allowance from the Parliament he would be entitled to draw daily allowance as indicated above.

(7) The Members of the Parliament and Vidhan Sabha Members will also not draw T. A. and D. A. including conveyance allowance which will disqualify them from the Parliament and the Vidhan Sabha.

(8) The provision of Rule 4.17 and 6.1 of the Himachal Pradesh Treasury Rules will apply *mutatis mutandis* in the case of over-payment made on account of T. A. and D. A. to non-official members of the Committee.

### TOURISM DEPARTMENT NOTIFICATION

Simla-2, the 3rd September, 1973

**No. 11-19/68-TD(Sectt).**—In supersession of this department notification No. 11-19/68-TD, dated the 5th April, 1969 and all other connected subsequent notification issued in this behalf, the Governor of Himachal Pradesh is pleased to re-constitute to Himachal Pradesh Tourist Traffic Development Advisory Committee to suggest ways and means for the development of Tourism



in Himachal Pradesh and to appoint the following members thereof:

Chief Minister.....Chairman.

#### OFFICIAL MEMBERS

1. Minister for Tourism and Transport.
2. Minister for Forests.
3. Minister for Agriculture.
4. Chief Secretary.
5. Secretary (Tourism and Transport).
6. Chief Conservator of Forests.
7. Chief Engineer (North) Himachal Pradesh Public Works Department.
8. Chief Engineer (South) Himachal Pradesh Public Works Department.
9. Chairman, Himachal Pradesh Electricity Board.
10. Inspector General of Police.
11. Director of Fisheries.
12. Director of Public Relations.
13. Deputy Commissioner, Kulu.
14. Deputy Commissioner, Simla.
15. Regional Director, Government of India, Ministry of Tourism, New Delhi.
16. Divisional Superintendent (Northern Railways) New Delhi.
17. Director of Tourism, Punjab.
18. Director of Tourism, Haryana.
19. Commissioner, Transport and Tourism.

#### NON-OFFICIAL MEMBERS

1. Shri Bikram Mahajan Member Parliament.
2. Shri Vir Bhadra Singh, Member Parliament.
3. Shri Lal Chand Stokes, M.L.A.
4. Shri K. B. L. Butail, M.L.A.
5. Shri Dila Ram Shabab, M.L.A.
6. Shri Daulat Ram Chauhan, M.L.A.
7. Justice G. D. Khosla, Manali.
8. Shri G. S. Mann, Dharamsala.
9. Shri B. L. Vohra, Representative Simla Hoteliers Association.
10. The Secretary, Automobile Association, Chandigarh.
11. The General Manager, M.K.R.T.C., Mandi.
12. President of Travel Agents Association of India.
13. Chairman of the Northern Region of the Travel Agents Association of India.
14. Shri Inder Sharma, Managing Director, Sita World Travels, New Delhi.
15. Representative of the Indian Airlines, New Delhi.
16. Chairman of the Hotel Association of India, New Delhi.
17. M.D.H. P., T.D.C. Simla M.F.M.A.E.R. Secretary:

2. The term of the non-official members will be for two years.

3. The official members are appointed in their official capacity and non-officials in their personal capacity.

4. The official members will be entitled to Travelling allowance and Dearness allowance admissible to them accordingly to the rules governing them. The non-official members will be allowed Travelling Allowance and Dearness Allowance as per Annexure 'A'.

The expenditure involved on Travelling allowance and Dearness allowance of non-official members will be met out of the budget grant of the Tourism Department under head "39--Miscellaneous-Social and Developmental organisation, E-Tourist Organisation E-1 Expenditure on rent with Tourist Traffic E-1 (3) allowances and honorarium etc."

The Controlling Officer in regard to countersigning the T.A. bill of the non-official members of this Committee

will be the Commissioner Tourism Himachal Pradesh.

This issues with the concurrence of the Finance Department obtained vide their U.O. No. dated.....

#### T. A. AND D. A. TO THE NON-OFFICIAL MEMBERS

1. *Travelling Allowance (i) Journey by rail.*—(a) Members of Parliament.—Members of Parliament will utilise the free first class railway pass issued to them as Members of Parliament in respect of all rail journeys undertaken by them on the business of the committee. They will not travel by air-conditioned accommodation at Government expenses. If a member of Parliament travels by air-conditioned coach he will pay the difference between the fares for the air-conditioned and first class accommodation from his own pocket. They will be paid incidental charges at the rate of 35 paise per 10 kilometres for each single journey performed by rail.

(b) They will be treated at par with Government servants of the First Grade, and will be entitled to a single fare of the class of accommodation actually used, but not exceeding the fare to which the Government servant of the First Grade are normally entitled, i.e. accommodation of the highest class, by whatever name it may be called provided on the railway by which the journey is performed excluding air condition accommodation plus an allowance for incidental expenses at the rate of 35 paise per every 10 kilometres or part thereof, if the journey exceeds 5 kilometres restricted to one daily allowance at the ordinary rate for every twenty four hours of railway journey or part thereof.

(ii) *Journey by road.*—In respect of journeys by road between places not connected by rail, a member will be entitled to road mileage admissible to an officer of the First Grade under the rules and at the rates as applicable to the employees of the Himachal Pradesh Government.

2. In a case where journey between two places connected by rail is performed by road, rail being the ordinary mode of travelling the road mileage will be regulated as under:—

(i) When journey is performed by taking single seat in a public conveyance, he will be entitled to actual fare paid for a seat in a Public Conveyance plus incidentals admissible as for journey by rail, or the lower rate of road mileage limited to rail mileage, whichever is less.

*Note.*—Non-official Members, who are also members of the Vidhan Sabha will be entitled to mileage at the same rate and on the same condition, as are applicable to them as members of Vidhan Sabha to attend the session.

(ii) When journey is performed otherwise the higher rate of road mileage, but limited for all mileage will apply.

3. (a) *Daily allowance.*—The Non-official Members other than the members of Vidhan Sabha will be entitled to daily allowance for each day of the meeting at the highest rate admissible to a Government servant of the First Grade for the respective locality.

(b) The non-official member, who is also a member of the Vidhan Sabha, will be entitled to a daily allowance for each day of the meeting at the same rate and on the same conditions as are applicable to them as member of Vidhan Sabha to attend the session.

In addition to the daily allowance for the day(s) of the meeting, a member shall also be entitled to daily allowance for halt on tour at an out station in connection

with affairs of the Committee as under:—

- (i) Halt upto six hours .. Nil.  
(ii) Halt exceeding 6 hours .. Half daily allowance.  
(iii) Halt exceeding 12 hours but not exceeding 24 hours.. Full daily allowance.  
(iv) Halt exceeding twenty four hours .. One daily allowance for every 24 hours of halt or fraction of 24 hours at the end of halt daily allowance will be calculated as indicated above.

4. Daily allowance will be subject to the usual condition laid down in Supplementary Rule 73 as amended from time to time.

5. *Conveyance Allowance.*—A non-official members, resident at a place where the meeting of the Committee is held will not be entitled to travelling and daily allowances on the scales indicated above, but will be allowed only the actual cost of conveyance hired subject to a maximum of Rs. 10.00 per day. Before the claim is actually paid the controlling officer should verify the claim and satisfy himself, after obtaining such details as may be considered necessary, that the actual expenditure was not less than the amount claimed. In cases, he is not satisfied with the details, he may at his discretion, limit the conveyance allowance to road mileage.

If such a member uses his own car, he will be granted mileage allowance at the rates admissible to officials of the First Grade subject to a maximum of Rs. 10.00 per day.

6. The travelling and daily allowances will be admissible to a member on production of a certificate by him to the effect that he has not drawn any travelling or daily allowance for the same journey and halts from an other Government source.

7. The non-official members will be eligible for travelling allowance for the journeys actually performed in connection with the meetings of the Committee from

and to the place of their permanent residence to be named in advance. If any member performs a journey from a place other than place of his permanent residence to attend a meeting of the Committee or returns to the place other than the place of his permanent residence after the termination of the meeting, travelling allowance shall be worked out on the basis of the distance actually travelled or the distance between place of permanent residence and the venue of the meeting, whichever is less.

8. The non-official members who are Members of Vidhan Sabha, will not be entitled to daily allowance in connection with this assignment, when the Vidhan Sabha or the Vidhan Sabha Committee on which the member is serving, is in session, as they will be drawing their daily allowance under the Salaries and Allowances of Members of the Legislative Assembly (Himachal Pradesh) Act, 1971 from the Vidhan Sabha. However, if they certify that they were prevented from attending the session of the house of Vidhan Sabha Committee and did not draw any daily allowance from the Vidhan Sabha, they would be entitled to daily allowance at the rate as admissible to them as M.L.A.

9. The Provision of rule 4.17 and 6.1 of Himachal Pradesh Treasury Rules will apply *mutatis mutandis* in the case of overpayment made on account of T.A. to non-official members.

10. The Members of Parliament and Vidhan Sabha Members will also not draw T.A. and D.A. including conveyance allowance which will disqualify them from the Parliament and Vidhan Sabha.

11. *T.A. and D.A. to retired Judges of the High Court.*—The retired Judges of the High Court if nominated as non-official members of the Himachal Pradesh Tourist Traffic Development Advisory Committee will be allowed Travelling Allowance and Daily Allowance in connection with attending meetings of the said Committee under the High Court Judges Travelling Allowance Rules, as in force on the date of appointment and as amended from time to time.

H. S. DUBEY,  
Secretary.

## भाग 2—वैधानिक नियमों को छोड़ कर विभिन्न विभागों के अध्यक्षों और जिला मैजिस्ट्रेटों द्वारा अधिसूचनाएँ इत्यादि

FROM S. C. 8.

Notice of Publication by the Secretary, District Land Improvement Committee, Kulu.

Notice of publication under section 11 of the Punjab Land Improvement Act, 1963.

Notice is hereby given that the scheme providing for (Item they have found a place in the Draft Scheme)—1. Prevention of erosion of soil. 2. Prevention and Improvement of soil in respect of land prescribed below has been sanctioned by the Committee under section 10 of the Punjab Land Improvement scheme Act, 1963.

District: KULU

Scheme Phati No.	Kothi	Khasra No.	Name of Beneficiary	Total Area	Estimated Cost	Nature of Work
1	2	3	4	5	6	7
Tehsil : KULU						
Rs.						
478. Nagar	Nagar	Tukra No. 1, 2, Patta No. 216.	Sh. Krishan Chand s/o Sh. Rati Ram.	7-2-0	1120.00	B.T.-cum-stone bunding.
479. Nathan	Nagar	6004	Sh. Anant Ram s/o Sh. Hari Ram.	4-15-0	760.00	-do-

1	2	3	4	5	6	7	8
480.	Sajla	Barsai	56, 212, 280, 328, 370, 385, 392, 422, 638, 731, 732, 798, 826, 839, 841, 499, 912.	Sh. Bin Singh s/o Sh. Neshu, Sh. Hottam Ram s/o Sh. Thakru.	12-17-0	2020.00	B. T-cum-Stone bunding
481.	Nathan	Nagar	1421, 1423, 1421 min, 1389.	S/Sh. Joginder Parshad, Jogdish Parshad, Om Parkash, Sham Parshad, Rajinder Parshad s/o Sh. Shiv Parshad.	23-14-0	3800.00	-do-
482.	Bradha	Harkandi	1587, 1828, 1832	Sh. Raghu Nath Dass s/o Sh. Ram Sahai.	9-4-0	1460.00	Gravity Irrigation
483.	Soyal	Barshai	510	Smt. Jindu Devi w/o Sh. Kharati.	7-14-0	1220.00	-do-
Tehsil: SERAJ							
484.	Deoda	Gopalpur	580, 625, 738, 754, 780, 781.	Sh. Narainu s/o Sh. Seshu, S/Sh. Khub Ram, Alam Chand s/o Sh. Kali Ram.	10-1-0	1600.00	B. T.-cum-Stone bunding.
485.	Plach	Plach	136, 137, 128	Sh. Anant Ram s/o Sh. Man Chand.	4-15-0	760.00	-do-
486.	Balagarh	Shikari	653, 656, 652, 657	Sh. Paras Ram s/o Sh. Atma Ram, Sh. Kale Ram s/o Shri Nika Ram.	20-9-0	3260.00	-do-
487.	Rashala	Kharagarh	684/84/2, 695/94/4	Sh. Gokal Chand s/o Sh. Ganga Ram.	9-16-0	1560.00	-do-
488.	Manyashi	Banogi	543, 558, 566, 567, 569	Sh. Gawar Singh s/o Sh. Bhagwan Singh.	7-3-0	1140.00	-do-
489.	Dhaungi	Bunga	554, 571	Sh. Nand Ram s/o Sh. Sur Dass.	5-5-0	840.00	-do-
490.	Gada Parli	Shann	423, 424	Sh Chetru s/o Sh. Bilu.	3-4-0	500.00	-do-
491.	Manyasi	Banogi	54, 61, 63, 63/1 63/2, 64, 68, 96, 98, 100, 105, 121, 124, 130, 140, 141, 65.	Sh. Budhu s/o Sh. Tulu, Sh. Lalu s/o Sh. Chetu, Smt. Biri d/o Sh. Chetu, Smt. Dugli d/o Sh. Chetu.	4-18-0	1900.00	-do-
492.	Shann	Shann	1119, 1142, 2115, 2287, 2290, 2324, 1114, 1132, 2338.	Sh. Ramu s/o Sh. Surtu.	14-4-0	2260.00	-do-
493.	-do-	-do-	1934, 1950, 1990	Sh. Manshu s/o Sh. Biru, Sh. Chittu s/o Sh. Kala, Sh. Jogtu, Baru s/o Sh. Kala, Smt. Khubi w/o Sh. Kalu, Sh. Dahlu, Pennu s/o Sh. Kalu.	11-11-0	1840.00	-do-

1	2	3	4	5	6	7	8
				<i>Tehsil:</i> KULU			
494.	Roat	Bhalan	2622, 2623,	Sh. Diwan Chands/o Sh. Brahama Nand.	6-0-0	960.00	B. T.-cum Stone bundling.
495.	Manjhali	Kot Kandi	1362, 1373, 1380, 1360, 1363, 1366, 1358, 1377, 1379, 1359, 1378, 1381.	Sh. Kuram Datt s/o Sh. Lal. Chand, Sh. Nater Parkash s/o Sh. Ram Lal S/Sh. Hira, Lal Moti Ram Urf Moti Lal s/o Sh. Umda Ram.	63-0-0	10080.00	Gravity Irrigation.
				<i>Tehsil:</i> SEARAJ			
496.	Manyasi	Banogi	656, 659	Sh. Leshru, Sh. Phate Ram s/o Ganga Ram, Smt. Ganeshu d/o Sh. Ganga Ram, Smt. Kalavatu w/o Sh. Ganga Ram.	7-0-0-	1120.00	B. T.-cum stone bundling.

M. M. NARANG.

Secretary,

District Land Improvement Committee, Kulu.

भू 0 सं 0 8

सचिव जिला भूमि सुधार समिति कुल्लु द्वारा प्रकाशन की सूचना

पंजाब भूमि सुधार प्रायोजना अधिनियम, 1963 की धारा 11 के अधीन प्रकाशन की सूचना।

एतद्वारा सूचना दी जाती है कि नीचे निर्धारित भूमियों के सम्बन्ध में भूमि संरक्षण (महें जोकि प्रायोजना में शामिल हैं)

के लिए पंजाब भूमि प्रायोजना अधिनियम, 1963 की धारा 10 के अधीन समिति द्वारा स्वीकृत कि जा चुकी है।

अनुसूची

जिला: कुल्लु

कीम नं०	फाटी	कोठी	खसरा नम्बर	मालिक का नाम	कुल क्षेत्र बी० बी० बी०	अनुमानित राशि
1	2	3	4	5	6	7
						रुपये
478	नगर	नगर	टुकड़ा नं० 1, 2, पटा नं० 216	श्री कृष्ण चन्द सुपुत्र श्री रती राम	7 2 0	1120.00
479	नाथन	नगर	6004	श्री अनन्त राम सुपुत्र श्री हरी राम	4 15 0	760.00
480	सजला	वरसाई	56, 212, 280, 328, 370, 385, 392, 422, 638, 731 732, 798, 826, 839, 846, 499, 912।	श्री वीर सिंह सुपुत्र श्री नेसु, श्री होतम राम सुपुत्र श्री ठाकरे।	12 17 0	2020.00
481	नाथन	नगर	1421, 1423, 1421 मिन, 1389।	श्री जोगिन्द्र प्रसाद, जगदीश प्रसाद, ओम प्रकाश, शाम प्रसाद, राजेन्द्र प्रसाद सुपुत्र श्री शिव प्रसाद।	23 14 0	3800.00

किये जाने वाला कार्य:—खेतों का कार्य तथा स्टोन बँडिंग

तहसील: कुल्लु

1	2	3	4	5	6	7
किये जाने वाले कार्य:—सिंचाई स्कीम						
482	बराथा	हरकण्डी	1587, 1828, 1832	श्री रघु नाथ दास सुपुत्र श्री राम सहाय	9 4 0	1460.00
483	सोयल	बग्माई	510	श्रीमती जिन्दु देवी धर्मपति श्री खराती	7 14 0	1220.00
किये जाने वाले कार्य:—खेतों का कार्य तथा स्टोन बैंडिंग						
तहसील: सराज						
484	दयोड़ा	गोपालपुर	580, 625, 738, 754, 780, 781।	श्री नरायण सुपुत्र श्री सेसु, श्री खूब राम, आलम चन्द सुपुत्र श्री काली राम।	10 1 0	1600.00
485	पलाच	पलाच	136, 137, 128	श्री अनन्द राम सुपुत्र श्री मान चन्द	4 15 0	760.00
486	वालागड़	शिकारी	653, 656, 652, 657	श्री परम राम सुपुत्र श्री आत्मा राम श्री काले राम सुपुत्र श्री निका राम।	20 9 0	3260.00
487	रसाला	खालगढ़	684/84/2, 695।94।4	श्री गोकल चन्द सुपुत्र श्री गंगा राम	9 16 0	1560.00
488	मनयासी	बनोगी	543, 558, 566, 567, 569	श्री गवार सिंह सुपुत्र श्री भगवान सिंह	7 3 0	1140.00
489	धाऊगी	बुगा	554, 571	श्री नन्द राम सुपुत्र श्री सूर दास	5 5 0	840.00
490	गड़ापारली	शौरा	423, 424	श्री चेतन सुपुत्र श्री वीहु	3 4 0	500.00
491	मनयासी	बनोगी	54, 61, 63, 63/1, 63/2, 64, 68, 96, 98, 100, 105, 121, 124, 130, 140, 141, 65।	श्री बुध सुपुत्र श्री तुल्लु, श्री लाल सुपुत्र श्री चेतु, श्रीमती बीरी, दुगली सुपुत्री श्री चेतु।	11 18 0	1900.00
492	शौरा	शौरा	1119, 1142, 2115, 2287, 2290, 2324, 1114, 1132, 2338।	श्री राम सुपुत्र श्री सुरतु,	14 4 0	2260.00
493	शौरा	शौरा	1934, 1950, 1990	श्री मनसु सुपुत्र श्री वीर, श्री चेतु सुपुत्र श्री काला, श्री जोगतु, वर सुपुत्र श्री काला, श्रीमती खनो, धर्मपति श्री कालु, श्री डाहलु सुपुत्र श्री काला, श्री पेरु सुपुत्र श्री कालु।	11 11 0	1840.00
तहसील: कुल्लू						
494	रोत	भवान	2622, 2623	श्री दिवान चन्द सुपुत्र श्री ब्रह्मा नन्द	6 0 0	960.00
किये जाने वाले कार्य:—सिंचाई स्कीम						
495	मझली	कोट कण्डी	1362, 1373, 1380, 1360, 1363, 1366, 1358, 1377, 1379, 1359, 1378, 1381।	श्री कर्म दत्त सुपुत्र श्री लाल चन्द, श्री नेतर, प्रकाश सुपुत्र श्री राम लाल, श्री हिरा लाल, मोती राम, उर्फ मोती लाल सुपुत्र श्री उमदा दास।	63 0 0	10080.00
किये जाने वाले कार्य:—खेतों का कार्य तथा स्टोन बैंडिंग						
तहसील: सराज						
496	मनयासी	बनोगी	656, 659	श्री लेशर, फता राम सुपुत्र श्री गंगा राम, श्रीमती गनेशु सुपुत्री श्री गंगा राम, श्रीमती कलावतु धर्मपति श्री गंगा राम।	7 0 0	1120.00



FORM S. C. 8

Notice of publication by the Secretary, District Land Improvement Committee, Kulu

Notice of publication under section 11 of the Punjab Land Improvement Act, 1963

Notice is hereby given that the schemes providing for (Items they have found a place in the draft scheme) 1. Prevention of erosion of soil, 2. Prevention and improvement of soil in respect of land prescribed below has been sanctioned by the committee under section 10 of the Punjab Land Improvement Schemes Act, 1963.

District: KULU

Tehsil: SERAJ

Scheme No.	Phati	Kothi	Khasra No.	Name of Beneficiary	Total area Big. Bis. Bisw.	Estimated cost	Nature of work
1	2	3	4	5	6	7	8
420.	Dhaungi	Bunga	1140, 1120, 1141	Shri Malkiyat Singh s/o Shri Basant Singh, Shri Lal Singh s/o Shri Manghar Singh, Shrimati Savaran Kaur w/o Shri Malkiyat Singh.	12 11 0	Rs. 2,000	B.T.-cum-stone bunding.
421.	Dhaungi	Bunga	305, 349, 737	Shri Shangru s/o Shri Lalu, Shri Tulsi Ram s/o Shri Hiru.	4 8 0	700	"
422.	Roat	Malana	917, 919, 4445	Shri Jiwa Nand s/o Shri Bhim Dev.	6 2 0	960	"
423.	Shann	Shann	549, 563, 721, 776, 831, 844, 846, 853, 874, 888, 937, 1003, 1022, 1023, 1029, 1078, 1055.	Shri Shangat Ram, Piyare Ram s/o Shri Kali Ram; S/Shri Gulab Chand, Ail Chand, Lotam Ram, Partap Chand, Beli Ram s/o Shri Sabza Chand.	68 1 0	10,360	"
424.	Dashahd	Banogi	164	Shri Durga Chand, Rewati Chand, Chaman Lal s/o Shri Hiru.	15 15 0	2,520	"
425.	Kanaun	Bunga	988, 987	Shri Lagnu, Bedu s/o Shri Naru.	19 17 0	3,160	"
426.	Manyasi	Banogi	53, 92, 99, 119, 145	Shri Jaisu, Kadsu s/o Shri Sangtu, Shrimati Raghi, Shairi d/o Shri Sangtu, Shrimati Tolu.	6 5 0	1,000	"
427.	"	"	501, 514	Shrimati Maghi Devi d/o Shri Kundan.	11 15 0	1,880	"
428.	"	"	44, 46	Shri Durga Chand, Rewati Chand, Chaman Lal s/o Shri Hiru.	18 0 0	2,880	"
429.	"	"	72, 86, 107/1, 107, 110, 112.	Shri Mangal Chand s/o Shri Het Ram.	4 4 0	660	"
430.	"	"	11, 22, 25	Shri Brikam Chand s/o Shri Anant Ram.	19 7 0	3,080	"
431.	Chakrutha	Bunga	1742, 1748	Shri Dila Ram s/o Shri Kalu	4 3 10	660	"
432.	Manyasi	Banogi	472, 487, 508, 517, 952.	Shri Dola Singh s/o Shri Parma Nand, Shrimati Bimla d/o Shri Parma Nand, Shrimati Kadshi w/o Shri Tula Ram.	4 16 10	720	"
433.	Kotla	Bunga	9, 10	Shri Jeet Ram s/o Shri Giyanu	4 16 0	760	"
434.	Shann	Shann	13, 26, 27, 142	Shri Mani Ram s/o Shri Mansu.	18 19 0	3,020	"
435.	"	"	2877/1, 3087/2877, 2874, 2876, 2878.	Shri Nantu, Jaisu, Belu s/o Shri Kamblu, Shrimati Jampu w/o Shri Kamblu, Shri Kalu, Manghru s/o Shri Ridku.	22 11 0	3,600	"
436.	Dhaungi	Bunga	1315	Shrimati Chandru w/o Shri Rewati Ram, Shrimati Shakuntla, Shoori, Hira d/o Shri Rewati Ram.	1 12 0	240	"

1	2	3	4	5	6	7	8
437.	Dhaungi	Bunga	1859, 1797	S/Shri Jhabe Ram, Saranpat, Chet Ram, Bhadru s/o Shri Nup Ram.	4 2 0	Rs. 640	B.T.-cum-stone bunding.
438.	"	"	2551/1439, 1442, 2553/1444, 1481.	Shri Keshav Ram s/o Shri Tandu.	5 10 0	840	"
439.	Plach	Plach	843, 1173, 1174	Shri Goharu s/o Shri Hetu,	6 10 0	1,040	"
440.	Retwah	Manglore	530, 531, 538, 574, 575, 588, 593, 596, 614, 615, 561, 562.	S/Shri Dolat Ram, Ranbir Singh s/o Shri Dashmi Ram, Shrimati Pachmi w/o Shri Dashmi Ram, Shri Narain Dass s/o Shri Bholu, Shri Girdhari Lal, Paras Ram s/o Shri Todar.	22 14 0	3,620	"
441.	Plach	Plach	1198, 1394, 1654, 1656, 1848, 1851, 1853, 1208, 1693, 1370, 1836, 1837.	Shri Hiru s/o Shri Relu, Shrimati Devku d/o Shri Relu, Shrimati Manchhu, Talku w/o Shri Relu, Shri Mangal, Sholhu s/o Shri Shanger, Shrimati Mishru w/o Shri Shanger.	23 4 0	3,700	"
442.	Kalwari	Plach	321, 335, 353, 356, 323, 327, 641.	Shri Shiv Ram s/o Shri Jeetu, Shri Shobh Ram s/o Shri Moti Ram, Shri Uttam Ram s/o Shri Rattan Dass.	15 4 0	2,420	"
443.	Manyasi	Banogi	518	Shri Mohan Singh s/o Shri Man Chand.	20 2 0	3,200	"
<i>Tehsil: KULU</i>							
444.	Halan	Nagar	421, 445, 1405, 1407, 2013, 2014, 2120, 2123, 1942, 252, 253, 296, 2317, 2318, 2248, 2492, 2711.	Shri Mani Ram s/o Shri Dharam Dass.	20 7 0	3,240	Gravity irrigation-cum-B.T.
445.	Bran	Badagarh	2104, 2110, 2112, 2105.	Shri Tobge Ram s/o Shri Sonam.	5 2 0	800	B.T.-cum-stone bunding.
446.	Manali	Manali	173, 175, 1125, 1439, 2284, 2285.	Shri Channe Ram s/o Shri Jhabu.	9 11 0	1,520	Gravity Irrigation cum-B.T.
447.	Panga	Badagarh	109, 118, 120, 224, 470.	Shri Gopal Dass s/o Shri Hetu	14 0	1,380	B.T.-cum-stone bunding.
448.	Halan	Nagar	2035 Nautor	Shrimati Bhawani Devi w/o Shri Khub Ram.	3 6 0	520	"
449.	Kais	Kais	7841	Shri Kuru s/o Shri Chandru	2 10 0	400	"
450.	Halan	Naggar	5131	S/Shri Kekhu, Chetu s/o Shri Bhagatu, Shri Purghu s/o Shri Teju.	5 1 0	800	"
451.	Kashwari	Kais	2573, 2565, 2566, 2875, 3432, 3175, 3176.	Shri Gobind Singh s/o Shri Sukhi Ram.	20 1 0	3,200	Lift irrigation
452.	Shilihar	Kot Kandi	5273, 5275/1, 5266, 5266/1.	Shri Vishwa Nath s/o Shri Lakhu Ram.	23 16 0	3,800	"
<i>Tehsil: SERAJ</i>							
453.	Shann	Shann	2805, 2830, 2835, 3094.	S/Shri Nazu, Lipru, Kadohu s/o Shri Lahulu, Shrimati Jhumi w/o Shri Lahulu.	10 3 0	1,620	B.T.-cum-stone bunding.
	Bhallan		2258, 2178, 2216, 2262, 2279, 2284, 2290, 2331, 2324, 2353.	Shri Tedhi Singh s/o Shri Nar Singh.	11 16 0	1,880	"

1	2	3	4	5	6	7	8
455.	Shann	Shann	2869	Shrimati Tilu d/o Shri Bhajnu	4 4 0		Rs. 660 B.T.-cum-stone bunding.
456.	"	"	2831, 2841, 2008, 2639.	Shri Dassu s/o Shri Kalu, Shri Bhajanu s/o Shri Dassu.	7 14 0		1,220 "
457.	"	"	2525, 2528, 2534	Shri Hari Ram s/o Shri Paras Ram, Shrimati Bhajanu w/o Shri Paras Ram.	13 16 0		2,200 "
458.	Manyashi	Banogi	929, 932, 931, 1483	Shri Jhabe Ram s/o Shri Paras Ram.	13 10 0		2,160 "
459.	"	"	481, 1549, 838	Shri Nika Ram s/o Shri Narpat	8 11 0		1,360 "
460.	"	"	1618, 1672, 1677, 1679, 1684, 1691, 1024, 1020.	S/Shri Narain Singh, Khimi Ram s/o Shri Rampat, Shrimati Lachhu, Chelu d/o Shri Rampat, Shrimati Tuli w/o Shri Rampat.	13 14 0		2,180 "
461.	Shann	Shann	2734	S/Shri Budhu, Dagu s/o Shri Jhabu.	2 13 0		400 "
462.	Chipni	Tung	985, 1025, 1022, 1026, 1125, 1036.	Shri Dalpat s/o Shri Bala Ram	8 2 0		1,280 "
463.	Tharri Ched	Gopalpur	212	Shri Nup Ram s/o Shri Alam Chand.	2 16 0		440 "
464.	Pekhri	Nubanda	795, 797/2, 798, 879, 1186, 1377, 1379, 1476, 1496, 1904, 1905.	Shri Param s/o Shri Tota	25 12 0		4,080 "
465.	Plach	Plach	2009/342, 2010/342, 237, 2005/239.	Shri Parma Nand s/o Shri Dalu	11 3 0		1,780 "
466.	Chakrutha	Bunga	1107, 1165, 1173, 1206.	Shri Gumat Ram s/o Shri Chet Ram.	10 0 0		1,600 "
467.	"	"	1100, 1105, 549	Shri Sangat Ram s/o Shri Khub Ram.	4 6 0		680 "
468.	"	"	756, 758, 920, 921, 972, 975, 985.	Shri Hari Chand s/o Shri Brikhu, Girdhari Lal s/o Shri Hari Chand.	7 7 0		1,160 "
469.	Gada Parli	Shann	429, 431, 428, 430	Shri Richhu s/o Shri Gangu	14 4 0		2,260 "
470.	Badagarh	"	2571, 2713, 2715	Shri Lot Ram s/o Shri Bhawar	5 16 0		920 "
				Tehsil: KULU			
471.	Soyal	Barshai	1356, 1359, 1261, 1245.	S/Shri Kunj Lal, Het Ram s/o Shri Anant Ram.	6 14 0		1,060 "
472.	Jana	Naggar	4401, 5226, 5227	Shri Bali urf Bala Ram s/o Shri Bhagat Ram.	15 3 0		2,420 "
473.	"	"	2471, 5393, 5398, 5405.	Shri Jugat Ram s/o Shri Nihal Dass.	30 1 0		4,800 Gravity irrigation-cum-stone bunding.
474.	Kharal	Kais	6143	Shrimati Usha Swarup w/o Shri Shanta Swarup (d/o Shri Hirnaganbh).	5 14 0		900 B.T.-cum-stone bunding.
475.	Shamshi	Khokhan	1372, 1374, 1376, 1380, 1378, 1395, 1387, 1390, 1388.	Shri Chape Ram s/o Shri Phatu Ram, Shri Ram Chand s/o Shri Duglu, Shri Mansha Ram s/o Shri Tanku.	35 10 0		5,680 Lift irrigation.
476.	Badagarh	Badagarh	1221/565, 574, 645, 597, 647, 668, 674, 782, 787, 819, 840, 868, 888, 902, 903, 906, 996, 1034, 425, 430, 431, 432, 1223/454, 469, 470, 524, 105, 118, 122, 123, 138, 274, 1105, 1108.	Shri Makuna Lal, Harbansh Lal, Pritam Lal, Suresh Lal s/o Shri Nand Lal.	55 5 0		8,840 [Gravity irrigation-cum-stone bunding.

1	2	3	4	5	6	7	8
477.	Bastori	Sari	943, 979, 991, 1001, 1044, 1050, 1054, 1060, 1069, 1251, 1421, 1426, 1523, 1616, 1038, 1043, 1046, 944, 973, 981, 990, 1037, 1045, 1063, 1068, 1071, 1190, 1423, 1627, 940, 992, 1009, 1935, 1055, 1066, 1087, 1252, 1662, 1030, 1043, 1046, 939, 947, 980, 988, 993, 1015, 1034, 1056, 1088, 972, 1272, 1306, 1363, 1393, 1746, 946, 950, 978, 1040, 1053, 1064, 1085, 1155, 1163, 1166, 1330, 1335, 1431, 1602, 1658, 1673, 1745.	Shri Moti Ram s/o Shri Khubu, Shri Chahaku Ram s/o Shri Moti Ram, Shri Bhuneshwar, Datt s/o Shri Chahaku Ram.	Rs.	Gravity irrigation-cum-stone bunding	

M. M. NARANG,  
Secretary.

District Land Improvement Committee, Kulu.

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सचिव जिला भूमि सुधार समिति, कुल्लू द्वारा प्रकाशन कि सूचना

पंजाब भूमि सुधार प्रयोजना अधिनियम, 1963 की धारा 11 के अधीन प्रकाशन की सूचना

एतद्वारा सूचना दी जाती है कि नीचे निर्धारित भूमियों के सम्बन्ध में भूमि संरक्षण मर्द्दे जो कि प्रयोजना में शामिल हैं, के लिए पंजाब भूमि प्रयोजन अधिनियम, 1963 की धारा 10 के अधीन समिति द्वारा स्वीकृत की जा चुकी हैं।

अनुसूची

जिला : कुल्लू

तहसील : सराज

स्कीम नं 0	फाटी	कोठी	खसरा नं 0	मालिक का नाम	कुल क्षेत्र बी 0 वि 0 वि 0	अनुमानित राशि
1	2	3	4	5	6	7
				किये जाने वाला कार्य :	खेतों का कार्य तथा स्टोन बँडिंग रुपये	
420.	धाऊगी	बुंगा	1140, 1120, 1141	श्री मलकियत सिंह सुपुत्र बसंत सिंह, श्री लाल सिंह सुपुत्र श्री मधर सिंह, श्रीमती सरवन कौर धर्मपत्नी श्री मल-कियत सिंह।	12 11 0	2,000.00
421.	धाऊगी	बुंगा	305, 319, 737	श्री संगरू सुपुत्र श्री लालु, श्री तुलसी राम सुपुत्र श्री हिरू।	4 8 0	700.00
422.	टोट	मलाना	917, 919, 4445	श्री जीवा नन्द सुपुत्र श्री भीम देव	6 2 0	960.00
423.	शौण	शौण	549, 563, 721, 776, 831, 844, 846, 853, 874, 888, 937, 1003, 1022, 1023, 1029, 1078, 1055	श्री संगत राम, पीयारे राम सुपुत्र श्री काली राम, श्री गुलाब चन्द, ऐल चन्द, लोतम राम, प्रताप चन्द, वेली राम सुपुत्र श्री सवजा राम।	68 1 0	10,360.00
424.	दशाड़	बनोगी	164	श्री दुर्गा चन्द, रेवती चन्द, चमन लाल सुपुत्र श्री हीरू।	15 15 0	2,520.00

1	2	3	4	5	6	7
किये जाने वाला कार्य: सिचाई स्कीम तथा स्टोन ब्रिडिंग। रुपये						
425.	कनोन	बुंगा	988, 987	श्री लगन, वेदु सुपुत्र श्री नरु	19 17 0	3,160.00
426.	मनयासी	बनोगी	53, 92, 99, 119, 145	श्री जयसु, कादमु सुपुत्र श्री संगतु, श्रीमती रगली, गायरी सुपुत्री श्री संगतु श्रीमती तोलु।	5 0	1,000.00
427.	मनयासी	बनोगी	501, 514	श्रीमती माषी देवी सुपुत्री श्री कुन्दन	11 15 0	1,880.00
428.	मनयासी	बनोगी	44, 46	श्री दुर्गा चन्द, रेवती चन्द, चमन लाल सुपुत्र श्री हीरू।	18 0 0	2,880.00
429.	मनयासी	बनोगी	72, 86, 107/, 107, 110, 112।	श्री मंगल चन्द सुपुत्र श्री हेत राम	4 4 0	660.00
430.	मनयासी	बनोगी	11, 22, 25	श्री वृकम् चन्द सुपुत्र श्री अनन्त राम	19 7 0	3,080.00
431.	चकरुठा	बुंगा	1742, 1748	श्री दिला राम सुपुत्र श्री कालु	4 3 10	660.00
432.	मनयासी	बनोगी	472, 487, 508, 517, 952	श्री डोला सिंह सुपुत्र श्री परमा नन्द, श्रीमती बिमला सुपुत्री श्री परमानन्द, श्रीमती कादशी धर्मपत्नी श्री तुला राम।	4 10 10	720.00
433.	कोटला	बुंगा	9, 10	श्री जीत राम सुपुत्र श्री जयानु	4 16 0	710.00
434.	शौण	शौण	13, 26, 27, 142	श्री मनि राम सुपुत्र श्री मनसु	18 19 0	3,020.00
435.	शौण	शौण	2877/, 3087/2877, 2874, 2876, 2878।	श्री नन्तु, जयसु, वेलु सुपुत्र श्री कमवलु श्रीमती जमपु धर्मपत्नी श्री कमवलु, श्री कालू, मथरू सुपुत्र श्री रीडकु।	22 11 0	3,600.00
436.	धाऊगी	बुंगा	1315	श्रीमती चन्दरू धर्मपत्नी श्री रेवती राम, श्रीमती शकुन्तला, शोयरी, हिरा सुपुत्री श्री रेवती राम।	1 12 0	240.00
437.	धाऊगी	बुंगा	1859, 1797	श्री झावे राम, सरन पत, चेत राम, भादरू सुपुत्र श्री नूप राम।	4 2 0	640.00
438.	धाऊगी	बुंगा	2551/1439, 1442, 2553/ 1444, 1481।	श्री केशव राम सुपुत्र श्री तन्दु	5 10 0	840.00
439.	पलाच	पलाच	843, 1173, 1174	श्री गोहरू सुपुत्र श्री हेतु	6 10 0	1,040.00
440.	रतवाह	मंगलौर	530, 531, 538, 574, 575, 588, 593, 596, 614, 615, 561, 562।	श्री दौलत राम, रनवीर सिंह सुपुत्र श्री दशमी राम, श्रीमती पंजमी धर्मपत्नी श्री दशमु, श्री नरायण दास सुपुत्र श्री भोलू, श्री गिरधारी लाल, परस राम सुपुत्र श्री टोडर।	22 14 0	3,620.00
441.	पलाच	पलाच	1198, 1394, 1654, 1656, 1848, 1851, 1853, 1208, 1693, 1370, 1836, 1837।	श्री हीरू सुपुत्र श्री रेलू, श्रीमती देवकू सुपुत्री श्री रेलू, श्रीमती मनच्छु, टलकु, धर्मपत्नी श्री रेलू आदि।	23 4 0	3,700.00
442.	कलवारी	पलाच	321, 335, 353, 356, 323, 327, 641।	श्री शिव राम सुपुत्र श्री जीतु, श्री शोभ राम सुपुत्र श्री मोती राम, श्री उत्तम राम सुपुत्र श्री रतन दास।	15 4 0	2,420.00
443.	मनयासी	बनोगी	518	श्री मोहर सिंह सुपुत्र श्री मनी चन्द	20 2 0	3,200.00



1	2	3	4	5	6	7
तहसील : कुल्लू			किया जाने वाला कार्य : सिचाई स्कीम तथा स्टोन बंडिंग।			
					रुपय	
444.	हालन	नगर	431, 445, 1405, 1407, 2013, 2014, 2120, 2123, 1942, 252, 253, 296, 2317, 2318, 2248, 2492, 2711।	श्री मनी राम सुपुत्र श्री धर्म दास	20 7 0	3,240.00
445.	बरान	बडागढ़	2104, 2110, 2112, 2105	श्री तोबगे राम सुपुत्र श्री सोनम	5 2 0	800.00
446.	मनाली	मनाली	173, 175, 1125, 1439, 2284, 2285।	श्री चने राम सुपुत्र श्री झावे राम	9 11 0	1,520.00
			किये जाने वाला कार्य : खेतों का कार्य तथा स्टोन बंडिंग।			
447.	बनगा	बडागढ़	109, 118, 120, 224, 470	श्री गोपाल दास सुपुत्र श्री हेतू	8 14 0	1,380.00
448.	हालन	नगर	2035 नौतोड़	श्रीमती भवानी देवी धर्मपत्नी खूब राम	3 6 0	520.00
449.	कायस	कायस	7841	श्री कुरू सुपुत्र श्री चन्दरू	2 10 0	400.00
450.	हालन	नगर	5131	श्री केशु, चेतु सुपुत्र श्री भगतु, श्री परखु सुपुत्र श्री तेजु।	5 1 0	800.00
			किये जाने वाला कार्य : सिचाई स्कीम।			
451.	कशावरी	कायस	2573, 2565, 2566, 2875, 3432, 3175, 3176।	श्री गोविन्द राम सुपुत्र श्री सुखी राम	20 1 0	3,200.00
452.	शिलिहार	कोटकण्डी	5273, 527511, 5226, 522611।	श्री विस्वानाथ सुपुत्र श्री लखु राम	23 16 0	3,800.00
तहसील : सराज						
453.	शौण	शौण	2805, 2830, 2835, 3094	श्री नाजु, लिपरू, कादसु सुपुत्र श्री लाहुलु, श्रीमती जुमी।	10 3 0	1,620.00
			किये जाना वाला कार्य : खेतों का कार्य तथा स्टोन बंडिंग			
454.	रेला	भालन	2258, 2178, 2216, 2262, 2279, 2284, 2290, 2321, 2324, 2353।	श्री टेडी सिंह सुपुत्र श्री नार सिंह	11 16 0	1,880.00
455.	शौण	शौण	2869	श्रीमती तुली सुपुत्री श्री भजनु	4 4 0	660.00
456.	शौण	शौण	2831, 2841, 2008, 2639	श्री दासु सुपुत्र श्री कालू, श्री भजनु सुपुत्र श्री दासु।	7 14 0	1,220.00
457.	शौण	शौण	2525, 2528, 2534	श्री हरी राम सुपुत्र श्री परस राम, श्रीमती भजनु धर्मपत्नी श्री परस राम।	13 16 0	2,200.00
458.	मनयासी	बनोगी	929, 932, 931, 1483	श्री झावे राम सुपुत्र श्री परस राम	13 10 0	2,160.00
459.	मनयासी	बनोगी	481, 1549, 838	श्री निका राम सुपुत्र श्री नरपत राम	8 11 0	1,360.00
460.	मनयासी	बनोगी	1618, 1672, 1677, 1679, 1684, 1691, 1624, 1020।	श्री नरायण सिंह, खिमी राम सुपुत्र श्री रनपत, श्रीमती लच्छु, छेलु सुपुत्र श्री रनपत, श्रीमती तुली धर्मपत्नी श्री नरनपत।	13 14 0	2,180.00
461.	शौण	शौण	2734	श्री बुधु, डागु सुपुत्र श्री झावु	2 13 0	400.00
462.	चपिनी	तुंग	985, 1025, 1022, 1026, 1025, 1036।	श्री दलपत सुपुत्र श्री बाला राम	8 2 0	1,280.00

1	2	3	4	5	6	7
किये जाने वाला कार्य: खेतों का कार्य तथा स्टोन बंडिंग						
						रुपये
463.	धानी चेड़	गोपालपुर	212	श्री नृप राम सुपुत्र श्री आलम चन्द	2 16 0	440.00
464.	पेखरी	नुहानड़ा	795, 79712, 798, 879, 1186, 1377, 1379, 1476, 1496, 1904, 1905 ।	श्री परम सुपुत्र श्री तोता	25 12 0	4,080.00
465.	पलाच	पलाच	20091342, 20101342, 237, 20051239 ।	श्री परमा नन्द सुपुत्र श्री दलु	11 3 0	1,780.00
466.	चकरुठा	बुंगा	1107, 1165, 1173, 1206	श्री गुप्त राम सुपुत्र श्री चेत राम	10 2 0	1,600.00
467.	चकरुठा	बुंगा	1100, 1105, 549	श्री संगत राम सुपुत्र श्री खूब राम	4 6 0	680.00
468.	चकरुठा	बुंगा	756, 758, 920, 921, 972, 975, 985 ।	श्री हरी चन्द सुपुत्र श्री बलु, श्री गिरधारी लाल सुपुत्र श्री हरी चन्द ।	7 7 0	1,160.00
469.	गाडा पारली	शौण	429, 431, 428, 430	श्री रीछु सुपुत्र श्री गंगु	14 4 0	2,260.00
470.	बडागढ़		2571, 2713, 2715	श्री लोत राम सुपुत्र श्री भावर	5 16 0	920.00
तहसील: कुल्लू						
471.	सोयल	बरसाई	1356, 1359, 1261, 1245	श्री कुंजलाल, हेत राम सुपुत्र श्री अनन्त राम ।	6 14 0	1,060.00
472.	जाना	नगर	4401, 5226, 5227	श्री बाली उर्फ बाला राम सुपुत्र श्री भगत राम ।	15 3 0	2,420.00
किये जाने वाला कार्य: सिचाई स्कीम तथा स्टोन बंडिंग ।						
473.	जाना	नगर	2471, 5393, 5398, 5405	श्री जुगत राम सुपुत्र श्री निहाल दास	30 1 0	4,800.00
किये जाने वाला कार्य: खेतों का कार्य तथा स्टोन बंडिंग ।						
474.	खराल	कायस	6143	श्रीमती उषा स्वरूप धर्मपत्नी शान्ता स्वरूप (सुपुत्री श्री हिरना गरभ) ।	5 14 0	900.00
किये जाने वाला कार्य: सिचाई स्कीम ।						
475.	शमशी	खोखन	1372, 1374, 1376, 1380, 1378, 1395, 1387, 1390, 1388 ।	श्री छांप्पे राम सुपुत्र श्री फतु राम, श्री राम चन्द सुपुत्र श्री दुगलु, श्री मनसा राम सुपुत्र श्री टेहकु ।	35 10 0	5,680.00
किये जाने वाला कार्य: सिचाई स्कीम तथा स्टोन बंडिंग ।						
476.	बडागढ़	बडागढ़	12211565, 574, 645, 597, 647, 668, 674, 784, 787, 819, 840, 868, 888, 902, 903, 906, 996, 1034, 425, 430, 431, 432, 12231454, 469, 470, 524, 105, 118, 122, 123, 138, 274, 1105, 1108 ।	श्री मुकुन्द लाल, हरबंस लाल, प्रितम लाल, सुरेश लाल सुपुत्र श्री नन्द लाल ।	55 5 0	8,840.00

1	2	3	4	5	6	7
477.	बसतोरी	सारी	943, 979, 991, 1001, 1044, 1050, 1054, 1060, 1069, 1251, 1421, 1426, 1523, 1616, 1038, 1043, 1046, 944, 973, 981, 990, 1037, 1045, 1063, 1068, 1071, 1090, 1423, 1627, 940, 992, 1009, 1935, 1055, 1066, 1087, 1252, 1662, 1030, 1043, 1046, 939, 947, 980, 988, 993, 1015, 1034, 1056, 1088, 972, 1272, 1306, 1363, 1393, 1746, 946, 950, 978, 1040, 1053, 1064, 1085, 1155, 1163, 1166, 1330, 1335, 1431, 1602, 1658, 1673, 1745 ।	श्री मोती राम सुपुत्र श्री खुबु, श्री चेहकु राम सुपुत्र श्री मोती राम, श्री भुवनेश्वर दत्त सुपुत्र श्री चेहकु राम ।	—	—

एम० एम० नारंग,  
सचिव,  
ज़िला भूमि सुधार कमेटी, कुल्लू ।

FORM S. C. 5

### Notice of publication of Draft Scheme

In pursuance of the provision of sub-section (2) of section 1 of the Punjab Land Improvement Schemes Act, 1963 the District Land Improvement Committee, Una hereby publish the draft scheme prepared under sub-section (1) of the aforesaid section.

Notice of the scheme is hereby given in accordance with the provision of section 8 of the Act. All persons affected by the schemes who wish to make any claim or to submit any objection to the draft scheme may do so in writing or by appearing personally before or within thirty days of this draft schemes.

FORM S. C. 4

### Draft scheme prepared in accordance with section 5 of the Punjab Improvement Schemes Act, 1963

1. *Object of scheme.*—Prevention of erosion of soil, preservation and improvement of soil, reclamation of waste land, construction of earthen and masonry work, improvement of water supply.
2. *The work or kind of work to be carried out under scheme.*—Allied soil conservation works.
3. *Agency or Agencies by which the work shall be carried out.*—Department or owner.
4. *Conditions according to which the work shall be carried out.*—50 per cent of the total expenditure of the soil conservation works will be treated as loan and this will be recovered with interest as may be fixed by the Government of equal instalments starting from the year of drawal of loan.

Government Land.—Nil.

Division: BILASPUR

District: UNA

Sl. No.	Scheme No.	Name of village	Khasra Nos.	Private land	Total
1	2	3	4	5	6
1.	SDR/UNA/U-248/73-74	Khanpur.	818, 821, 822, 823, 823/1		
2.	SDR/UNA/U-249/73-74	Rainsary	1970 to 1975, 2005, 2009, 2016, 2017, 2015, 2116 to 2118, 2114, 1953, 1953/1, 1954 to 1956, 1956/1, 1957, 1958 to 1969.	37 3 64 11	37 3 64 11

1	2	3	4	5	6
3.	SDR/UNA/U-250/73-74	Basal	8542/6804 min, 1220	151 12	151 12
4.	SDR/UNA/U-251/73-74	Lal Singhi	1305, 1302	10 8	10 8
5.	SDR/UNA/U-252/73-74	Kathar Khurd	133, 599, 601, 605, 601/1	19 9	19 9
6.	SDR/UNA/U-253/73-74	Kotla Khurd	2595/2032, 2599/2040, 385, 449, 451, 458, 459 min, 479, 480/2, 1995, 652, 659, 651, 101, 649, 2005, 2601/2040, 2597/2032.	114 10	114 10
7.	SDR/UNA/U-254/73-74	Fatepur	18/21, 22, 23, 18/13/1, 18/19/1, 19/2, 18/12, 18/13/2, 20/1.	10 16	10 16
8.	SDR/UNA/U-255/73-74	Thana Kalan	3871, 3872, 5569/3914, 5771/3914, 5578/3921, 3984.	197 13	197 13
9.	SDR/UNA/U-256/73-74	Mazara	11/17/3, 18/4, 19/3, 22/2, 23/1, 24/1, 13/1/3, 1/2, 2/3, 3/1/1, 2/3, 9/1, 10/1, 20/6/1, 21/10/2, 22/18/1, 418/27, 21/10/3	45 5	45 5
10.	AMB/UNA/G-257/73-74	Ispur	76/6, 74/10, 74/23/1, 95/31, 94/5/2, 94/6/1, 74/21/2, 95/1, 95/10, 76/7, 76/14, 76/15, 76/16/21.	82 19	82 19
11.	AMB/UNA/A-258/73-74	Indora	807, 422, 431	31 17	31 17
12.	AMB/UNA/A-259/73-74	Gondpur Banera	2220, 2237, 2228, 2232, 2238, 2249, 2247, 2222, 2223, 2227.	45 9	45 9
13.	AMB/UNA/A-260/73-74	Indora	3241, 3303	33 4	33 4
14.	AMB/UNA/A-261/73-74	Indora	3261, 3262, 3293	46 18	46 18
15.	AMB/UNA/A-262/73-74	Pandoga	9639/8292	61 0	61 0
16.	AMB/UNA/A-263/73-74	Takarla	3709, 3710, 3711, 3712, 3724, 3725, 3726, 3727 to 3736.	52 3	52 3
17.	SDR/UNA/U-264/73-74	Jatehri	69, 70, 93, 317, 319, 321, 324, 328, 2, 3, 8, 201, 202, 204, 226, 254, 256, 319.	57 6	57 6

B. C. PANDE,  
Secretary,  
District Land Improvement Committee, Una, District Una.

फार्म एस 0 सी 0 5

### प्ररूप प्रयोजना के प्रकाशन की सूचना

पंजाब भूमि सुधार प्रयोजना अधिनियम, 1963 की धारा (1) की उप-धारा (2) के अनुसरण में जिला भूमि सुधार कमेटी, ऊना एतद्द्वारा उपरोक्त धारा की उप-धारा के अधीन तैयार की गई प्रयोजना प्रकाशित करती है।

प्रयोजना के प्रकाशन की सूचना एतद्द्वारा की धारा के उपबन्धों के अनुसार दी जाती है। प्रयोजना से प्रभावित सभी व्यक्ति जोकि प्ररूप के बारे किसी प्रकार का दावा करना चाहें या कोई आपत्ति करना चाहें तो जांच अधिकारी एग्जीक्यूटिव इंस्पेक्टर सायल कन्जरवेशन जो कि आप के क्षेत्र का है के सम्मुख इस प्रयोजना के प्रकाशन होने के बाद 30 दिन के अन्दर-अन्दर या इससे पहले लिखित या व्यक्तिगत रूप में ऐसा कर सकते हैं।

पंजाब भूमि सुधार प्रयोजना अधिनियम, 1963 की धारा (5) के प्रकाशन की सूचना एतद्द्वारा अधिनियम के अनुसार तैयार की गई प्रयोजना नीचे दी गई है।

फार्म एस 0 सी 0 4

### पंजाब भूमि सुधार अधिनियम 1963 की धारा के अनुसार तैयार की गई प्ररूप प्रयोजना

प्रयोजना के उद्देश्य:—भूमि क्षरण से बचाव, भूमि सुधार, बंजर भूमियों को आबाद करना, मिट्टी व पत्थर का कार्य, सिंचाई के साधनों में सुधार।

प्रयोजना के अधीन किए जाने वाले कार्य:—हर प्रकार के भूमि कार्यों का निर्माण।

एजेंसी या एजेंसियां जिन के द्वारा कार्य किया जाएगा:—विभागीय या भूमि मालिकों द्वारा।

मार्ते जिन के अनुसार कार्य किया जाएगा:—कुल खर्च का आधा भाग जो कि भूमि सुधार के कार्यों में खर्च होगा कर्जों के रूप में 10 बराबर वार्षिक किस्तों में व्याज सहित सरकार द्वारा निश्चित व्याज की दर के अनुसार लिया जाएगा जिसकी राशि निकलने के पांच वर्ष बाद आरम्भ होगी।

, सरकारी भूमि: कुछ नहीं।

क्र.सं.	स्क्रीन नम्बर	गांव	खसरा नम्बर	व्यक्तिगत भूमि	क्षेत्रफल
1.	एस0 डी0 आर0ऊना।यू-248। 73-74।	खानपुर	818, 821, 822, 823, 823।1	37 3	37 3
2.	एस0 डी0 आर0ऊना।यू-249। 73-74।	रायसेरी	1970 से 1975, 2005, 2009, 2016, 2017, 2018, 2115, 2116 से 2118, 2114, 1953, 1953।1, 1954 से 1956, 1956।1, 1957, 1958 से 1969।	64 11	64 11
3.	एस0 डी0 आर0ऊना।यू0-250। 73-74।	विसाल	8542।6804 मिन, 1220	151 12	151 12
4.	एस0 डी0 आर0ऊना।यू0-251। 73-74।	लाल सिंगी	1305, 1302	10 8	10 8
5.	एस0 डी0 आर0ऊना।यू-252। 73-74।	कुठार खुदं	133, 599, 601, 605, 601।1	19 9	19 9
6.	एस0 डी0 आर0ऊना।यू0-253। 73-74।	कोटला खुदं	2595।2032, 2599।2040, 385, 449, 451, 458, 459 मिन, 479, 480।2, 1995, 6, 659, 651, 101, 649, 205, 260।1 2040, 2597।2032।	114 10	114 10
7.	एस0 डी0 आर0ऊना।यू0-254। 73-74।	फतेहपुर	18।21।1, 22, 23, 18।13।1, 18।19।1, 19।2, 18।12, 18।13।2, 20/1।	10 16	10 16
8.	एस0 डी0 आर0ऊना।यू0-256। 73-74।	मजारा	11।17।3, 18।4, 19।3, 22।2, 23।1, 24।1, 13।1।3, 1।2, 2।3, 3।1।1, 2।3, 9।1 10।1, 20।6।1, 20।10।1, 29।18।1, 21। 10।3, 418।27।	45 5	45 5
9.	एस0 डी0 आर0ऊना।यू0-255। 73-74।	थाना कलां	3871, 3872, 5569।39।4, 5771।39।4, 5578।3921, 3985।	197 13	197 13
10.	अम्बाऊना।जी0-257।73-74	ईसपुर	76।6, 74।10, 74।23।1, 95।3।1, 94।5।2, 94।6।1, 74।21।2, 95।1, 95।10, 76।7, 76।14, 76।15, 76।16।21।	82 19	82 19
11.	अम्बाऊना।ए-258।73-74	इन्दोरा	807, 422, 431	31 17	31 17
12.	अम्बाऊना।ए-259।73-74	गोन्दपुर बनेरा।	2220, 2237, 2228, 2232, 2238, 2249, 2247, 2222, 2223, 2227।	45 9	45 9
13.	अम्बाऊना।ए0-260।73-74	इन्दोरा	3241, 3303	33 4	33 4
14.	अम्बाऊना।ए0-261।73-74	इन्दोरा	3261, 3262, 3293	46 18	46 18
15.	अम्बाऊना।जी0-262।73-74	पंडोणा	9639।8292	61 00	61 00
16.	अम्बाऊना।ए0-263।73-74	टकारला	3709, 3710, 3711, 3724 से 3727, 3712, 3728, 3729, 3730 से 3736।	52 3	52 3
17.	एस0 डी0 आर0ऊना।यू-264। 73-74।	जटेहरी	69, 70, 93, 317, 321, 324, 328, 2, 3, 8, 261, 202, 210, 226, 254, 256, 319।	57 6	57 6

बी0सी0 पांडे,

सचिव,

ज़िला भूमि सुधार कमेटी, ऊना, जिला ऊना।



FORM S. C. 8

## Notice of publication by the Secretary, District Land Improvement Committee, Una

## Notice of publication under section 41 of the Punjab Land Improvement Act, 1963

Notice is hereby given that the scheme providing for (Items they have found a place in the draft schemes) 1. prevention of erosion of soil, 2. prevention and improvement of soil in respect of land prescribed below has been sanctioned by the Committee under section 10 of the Punjab Land Improvement Schemes Act, 1963.

Sl. No. 1	Scheme No. 2	Village 3	Tehsil 4	Khasra No. 5	Area 6
1.	AMB/UNA/A-217/72-73	Indora	Amb	3141, 3232, 3233, 3226, 3245	46 1
2.	SDR/UNA/U-218/72-73	Charatgarh	Una	345 to 347, 362, 363, 416, 417	78 1
3.	AMB/UNA/A-219/72-73	Bhanjal	Amb	4355, 4356, 4358 to 4360, 4365, 6362, 4368, 4363, 4364, 4382, 4357.	36 1
4.	SDR/UNA/U-220/72-73	Panoh	Una	1431, 1433, 1448, 1449, 1495, 1498, 1457 min, 1459, 1457 min.	39 10
5.	SDR/UNA/U-221/72-73	Una	Una	1875, 1878	85 2
6.	AMB/UNA/A-222/72-73	Takarla	Amb	3786, 3787	93 4
7.	SDR/UNA/U-223/72-73	Palkauh	Una	1059, 1066, 1069 to 1080, 1089, 1090, 1046, 1067 min, 1065 min, 1048, 1816/999, 1065 min, 1068, 1067 min.	218 7
8.	SDR/UNA/U-224/72-73	Palkauh	Una	774 to 776, 1362/1012, 1013, 1758/883 min, 1847/1067/50, 772, 1758/883 min, 809, 839, 840, 1876/1063, 896, 1312/957, 1773/1313, 1774/1313, 958, 1007, 946, 1369/947, 1770/947, 954, 1314/1015, 1315/1015, 1564/950, 1365/950, 951, 952, 1316/1015/1016, 1064.	75 14
9.	AMB/UNA/A-225/72-73	Mubarakpur	Amb	4015, 4022, 4023, 4026, 4027, 4028, 4040, 4041.	55 17
10.	AMB/UNA/A-226/72-73	Bhanjal	Amb	4195, 4186, 4190, 4193, 4194	32 14
11.	AMB/UNA/A-227/72-73	Mubarakpur	Amb	1937, 1938, 1943, 1940, 1942, 2118, 2120, 2124, 2127, 2125.	106 2
12.	AMB/UNA/U-228/72-73	Mubarakpur	Amb	2156, 2132, 2128, 2130, 2135, 2136, 2144, 2146, 2148, 2150, 2145.	51 8
13.	SDR/UNA/U-229/72-73	Kangar	Una	109, 120, 133, 205, 234, 94	20 5
14.	SDR/UNA/A-230/72-73	Kangar	Una	1454 min, 1454 min, 1454 min, 1454 min.	52 8
15.	AMB/UNA/A-231/72-73	Dhandari	Amb	5057, 5352, 5354, 5357, 6012 to 6017, 5355, 5445, 5447, 5456, 5519, 6010, 6022 to 6028, 6035, 6038, 5078, 6036, 6037.	92 16
16.	SDR/UNA/U-232/72-73	Samnal	Una	1754, 883, 1050 min, 1052, 888, 1873/1062, 1874/1063, 1050, 1051, 1055, 1057, 1056, 1089, 1081, 1091/1082, 1098, 1083, 1099, 1084, 1053, 871, 1003 min, 1044 min, 928, 1018, 1029 min, 1054 min, 1018 min, 841, 1001, 1002, 1029 min, 1044 min, 1054 min, 1054 min, 1023, 1029, 1027, 1028, 1364/1033, 1034, 1035, 1042, 995, 864, 865, 881, 900 min, 9001 min, 912, 1361/1009/106, 900 min, 899, 913, 9002, 1010.	181 7
17.	SDR/UNA/U-233/72-73	Haroli	Una	4675, 8958/4621, 4623, 8964/4676, 8965/4676/2, 8722/2221, 2910, 2912, 3883, 3888, 3899, 3900, 3904, 4641, 4642, 4547, 4791, 4792, 4793, 4796, 4797, 4798, 4799, 4800, 4622, 8338/2749, 2750 and 2409.	51 12
18.	SDR/UNA/U-234/72-73	Kangar	Una	1842	20 10

B. C. PANDE,

Secretary.

District Land Improvement Committee, Una, District Una

फार्म एम0 सी0 8

सचिव जिला भूमि सुधार समिति, ऊना द्वारा प्रकाशन की सूचना

पंजाब भूमि सुधार प्रयोजना अधिनियम, 1963 की धारा 11 के अधीन प्रकाशन की सूचना

एतद्वारा सूचना दी जाती है कि नीचे निर्धारित भूमियों के सम्बन्ध में (महें जोकि प्ररूप प्रयोजना) के लिए पंजाब भूमि सुधार प्रयोजना अधिनियम की धारा 10 के अधीन समिति द्वारा स्वीकृत की जा चुकी हैं।

क्रम सं०	स्कीम नं०	गांव	तहसील	खसरा नम्बर	क्षेत्रफल
1	2	3	4	5	6
1.	अम्ब/ऊना/ए-217/72-73	इन्दौरा	अम्ब	3141, 3232, 3233, 3226, 3245	46 1
2.	एस0 डी0 आर0/ऊना/यू0-218/72-73।	चढतगढ़	ऊना	345, 346, 347, 362, 363, 417, 416	78 1
3.	अम्ब/ऊना/ए-219/72-73	भन्जाल	अम्ब	4355, 4356, 4358 से 4360, 4365, 4362, 4368, 4363, 4364, 4382, 4357।	36 1
4.	एम0 डी0 आर0/ऊना/यू0-220/72-73।	पनोह	ऊना	1431, 1433, 1448, 1449, 1495, 1498, 1457 मिन, 1459, 1457 मिन।	39 10
5.	एस0 डी0 आर0/ऊना/यू0-221/72-73।	पोडिया-वाला	ऊना	1875/1, 1878/1	30 0
6.	एम0 डी0 आर0/ऊना/यू0-222/72-73।	टकारला	अम्ब	3786 और 3787	91 19
7.	एस0 डी0 आर0/ऊना/यू-223/72-73।	पालकवाह	ऊना	1059, 1066, 1069 से 1080, 1089, 1090, 1046, 1067 मिन, 1065 मिन, 1048, 1816/999, 1065 मिन, 1068, 1067 मिन।	218 7
8.	एस0 डी0 आर0/ऊना/यू-224/72-73।	पालकवाह	ऊना	1847/1666/50, 772, 1758/8830 मिन, 809, 839, 840, 774, 775, 776, 1362/1012/1013, 1758/883 मिन, 1876/1063, 896, 1312/9570, 1773/1313, 958, 1007, 946, 1769/947, 954, 1314/145, 1016, 1315/1015, 1546/950, 1565/950, 951, 952, 1316/1015, 1016, 1064, 1774/1313, 1770/947।	74 18
9.	अम्ब/ऊना/ए-225/72-73	मुवारकपुर	अम्ब	4015, 4022, 4023, 4026, 4027, 4028, 4040, 4041।	55 17
10.	अम्ब/ऊना/ए-226/72-73	भन्जाल	अम्ब	4195, 4190, 4186, 4193, 4194	32 14
11.	अम्ब/ऊना/ए-227/72-73	मुवारकपुर	अम्ब	1937, 1938, 1940, 1942, 1943, 2118, 2120, 2124, 2125, 2127।	106 2
12.	अम्ब/ऊना/ए-228/72-73	मुवारकपुर	अम्ब	2150, 2132, 2128, 2130, 2135, 2136, 2146, 2144, 2148, 2150, 4145।	51 8
13.	एस0 डी0 आर0/ऊना/यू-229/72-73।	कांगड़	ऊना	109, 120, 133, 205, 238, 94	20 5

1	2	3	4	5	6
14.	एस0 डी0 आर0/ऊना/यू-230/ 72-73।	कांगड़	ऊना	1454 मिन, 1454 मिन, 1454 मिन, 1454 मिन।	52 8
15.	अम्ब/ऊना/ए-231/72-73	चण्डी टकारला	अम्ब	5057, 5352, 5354, 5357, 6013, 6015, 6016, 6017, 5355, 5445, 5446, 5456, 5619, 6010, 6012, 6014, 6022, 6023, 6024, 6027, 6028, 6035, 6038, 5078, 6025, 6026, 6036 और 6037।	92 16
16.	एस0 डी0 आर0/ऊना/यू-232/ 72-73।	समनाल	ऊना	1754/883, 1050 मिन, 1052, 888, 1873/1062, 1874/1063, 1050, 1051, 1155, 1057, 1056, 1089/ 1081, 1091/1082, 1098, 1083, 1099, 1084, 1053, 871, 1003 मिन, 1044 मिन, 928, 1018 मिन, 1029 मिन, 1054 मिन, 1018 मिन, 841, 1001, 1002, 1029, 1044 मिन, 1054 मिन, 1054 मिन, 1023, 1029 मिन, 1027, 1028, 1364/ 1033, 1034, 1035, 1042, 995, 864, 865, 881, 900 मिन, 9001 मिन, 912, 1361/1009/106, 998, 899 मिन, 913, 9002।	181 7
17.	एस0 डी0 आर0/ऊना/यू-233/ 72-73।	हरोली	ऊना	4675, 8959/4621, 4623, 8964, 4676, 8965/4676, 8722/2221, 8910, 8912, 3883, 3888, 3899, 3900, 3904, 4641, 4642, 4647, 4691, 4792, 4793, 4796, 4797, 4798, 4799, 4800, 4622, 8338/2749, 2750, 2409।	51 12
18.	एस0 डी0 आर0/ऊना/यू-234/ 72-73।	कांगड़	ऊना	1842	20 10

बी0 सी0 पांडे,  
सचिव,  
ज़िला भूमि सुधार समिति, ऊना।

# FOREST DEPARTMENT

## NOTIFICATION

Rohru, the 24th July, 1973

No. 845-945.—In exercise of the powers vested in me under rule 9 of the Timber Transit Rules in Pabar River notified under Himachal Pradesh Government notification No. Ft. 43-107/49, dated October, 1955 the following rates of the fees for launching and floating of the timber in Pabar River within the territory of Himachal Pradesh are fixed for the year 1973-74 i. e. from 1-7-1973 to 30-6-1974:—

Sl. No.	Description of timber	Rate per unit
1.	Logs of all kinds	15 Paise
2.	B. G. Sleepers and Sawn scantlings of all description.	10 Paise

Sl. No.	Description of timber	Rate per unit
3.	Hakries of all description	5 Paise
4.	Firewood scraps (per q.)	5 Paise
5.	Bamboos (per Hundred)	20 Paise
6.	Quarter rates are to be charged for logs of all kinds with a girth of less than 0.76200 metres (2'-6") and length of more than 1.8288C metres (6') and also for logs less than 6' in length but more than 0.76200 metre (2'-6") in girth.	

D. C. THAKUR,  
Divisional Forest Officer,  
Rohru Forest Division, Rohru.

## उद्योग विभाग अधिमूचनाये

## FORM 'H'

## DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-428.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिस में उक्त श्री शाम दास सुपुत्र श्री पानी राम गारिया, डाकखाना भंगलौर, तहसील सिराज, जिला कुल्लू को 52 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 29-8-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 52 रुपये की राशि 29-8-1969 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री शाम दास से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्जों की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

R. N. GUPTA,

District Industries Officer, Kulu.

## FORM 'H'

## DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-36812810.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिस में उक्त श्री रमेश कुमार सुपुत्र श्री राम रखा, ग्राम और डाकखाना भुन्तर, कुल्लू, को 1,323 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 21-9-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 1,323 रुपये 21-9-1969 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री रमेश कुमार से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्जों की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. 4½ bighas of land Khasra No. 818/1524, situated in Village Bagicha of Shri Bala Ram s/o Shiv Ram, Village Bagicha, P.O. Bhunter, Kulu as surety of the loanee.

3. 40 bighas of land amounting to Rs. 15,000 at Khata No. 326/610 situated in village Bagicha, Tehsil Kulu of Shri Tek Ram s/o Shri Fatu, Village Bagicha, P.O. Bhunter, Kulu as surety of the loanee.

R. N. GUPTA,

District Industries Officer, Kulu.

## FORM 'H'

## DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-37812814.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था जिसमें उक्त श्री हीरा लाल सुपुत्र श्री आत्मा राम, ग्राम सीलग, डाकखाना मोहाल, कोठी महाराजा, कुल्लू, को 243 रुपये की राशि 5½ प्रतिशत वार्षिक व्याज दर सहित 25-9-1968 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 243 रुपये की राशि 25-9-1968 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त हीरा लाल से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्जों की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the aid of loan or part thereof.

R. N. GUPTA,

District Industries Officer, Kulu.

## FROM 'H'

## DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-41312820.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिसमें उक्त श्री दया राम सुपुत्र श्री लहनु राम, ग्राम मोहाल, डाकखाना मोहाल, कुल्लू को 1,040 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 24-3-1973 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है इस लिए मैं घोषणा करता हूं कि 1,040 रुपये की राशि 24-3-1972 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री दया राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्जों की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. Residential house along with the 7 bighas of land offered as surety by Shri Jihu s/o Shri Bharo, Village Godawari, P.O. Mohal, Kulu, costing to Rs. 10,000.

3. Residential house along with the land amounting to Rs. 10,000 of Shri Tek Ram s/o Shri Dhani Ram, Village Neil, P. O. Bajura, Kulu, offered as surety of the loanee.

R. N. GUPTA,

District Industries Officer, Kulu.

**DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-565/2785.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 8-7-1973 को नोटिस दिया गया था, जिसमें उक्त श्री जवाला प्रसाद सुपुत्र श्री मोती राम ग्राम खीहरा, डाकखाना बनडरोल, तहसील और जिला कुल्लू को 2,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 26-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 2,000 रुपये की राशि 26-3-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री जवाला प्रसाद से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts and stores the premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,

*District Industries Officer, Kulu.*

**DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-412/2840.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1971 को नोटिस दिया गया था जिसमें उक्त श्री गरीब दास सुपुत्र श्री पूरन राम एच0 ओ0 नं0 294, ग्राम और डाकखाना भुन्तर, जिला कुल्लू को 184 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 10-1-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 184 रुपये की राशि 10-1-1969 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री गरीब दास से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. One residential house costing Rs. 8,000 of Shri Jethu s/o Shri Kamla at Village and P.O. Bhunter, Kulu offered as surety of the loan.

3. 7 bighas of land valuing Rs. 8,000 situated at village Khokhan, P.O. Bhunter, Kulu offered as surety by Shri

Puran s/o Shri Gotu, Village Khokhan, P.O. Bhunter, Kulu.

R. N. GUPTA,  
*District Industries Officer, Kulu.*

**DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-5572/797.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 28-5-1971 को नोटिस दिया गया था, जिस में उक्त श्री मोहन लाल, सुपुत्र श्री राम चन्द, ग्राम और डाकखाना रायसिन, तहसील और जिला कुल्लू को 1,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 12-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 1,000 रुपये की राशि 12-3-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री मोहन लाल से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter by the Borrower whether the assets now or in future in his home including books, debts, stock and stores in the premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
*District Industries Officer, Kulu.*

**DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-579/2793.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 16-11-1971 को नोटिस दिया गया था, जिस में उक्त श्री बुध राम सुपुत्र श्री जंगचोक छारिंग, ग्राम और डाकखाना सीओबाग, तहसील और जिला कुल्लू को 1,500 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 13-8-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 1,500 रुपये की राशि 13-8-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त बुध राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts, stock and stores the

premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-433/2807.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिस में उक्त प्रान नाथ सुपुत्र दोला राम, इनर अखाड़ा बाजार, कुल्लू, को 334 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 26-9-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 334 रुपये की राशि 26-9-1969 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त प्रान नाथ से देय है और संलग्न अनु सूची निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-561/2800.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 28-5-1972 को नोटिस दिया गया था, जिस में उक्त श्री जय राम सुपुत्र श्री चम्बे राम, ग्राम और डाकखाना मोहाल, तहसील और जिला कुल्लू को 2,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 20-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता हूं कि 2,000 रुपये की राशि 20-3-1973 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री जय राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts, stock and stores the premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0 570/2789.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 28-5-71 को नोटिस दिया गया था जिसमें उक्त श्री डोरजी राम s/o Shri Rigzin, Village Shalia, P.O. Kalath, District Kulu को 2,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 30-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है इसलिये मैं घोषणा करता हूं कि 1,950 रुपये की राशि 30-3-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री डोरजी राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts and stores the premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0 21/578/2778.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 11-11-1971 को नोटिस दिया गया था जिसमें उक्त श्री राम सिंह s/o Moti Ram, Village & P.O. Mohal, Kulu को 2,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 1-8-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है इसलिये मैं घोषणा करता हूं कि 2,000 रुपये की राशि 1-8-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री राम सिंह से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts, stores the premises and the machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

# DECLARATION UNDER SECTION 24 OF THE HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0-21/575/406.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 13-4-1973 को नोटिस दिया गया था, जिसमें उक्त श्री दिले राम s/o Dhani Ram, Village Chong, P.O. Jallugran, District Kulu को 5,000 रुपये की राशि 6½ प्रतिशत वार्षिक व्याज दर सहित 31-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूं कि 1,340 रुपये की राशि 31-3-1971 से अन्तिम अदायगी की तिथि तक 9 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री दिले राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the borrower whether the assets now or in future in his home including books, debts and stores the premises and machinery existing or to be purchased with the aid of the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

# DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 20 अगस्त, 1973

संख्या डी0 एल0/128/212.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 7-3-1972 को नोटिस दिया गया था जिसमें उक्त श्री सिम्मत राम s/o Kanchi, Village Banonter P.O. Poid, Tehsil and District Kulu को 667 रुपये की राशि 3 और 7½ प्रतिशत वार्षिक व्याज दर सहित 1-9-1963 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूं कि 667 रुपये की राशि 1-9-1963 से अन्तिम अदायगी की तिथि तक 7½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री सिम्मत राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. One residential house at Dhalpur, Kulu, amounting to Rs. 4,000 offered as surety by Shri Swaroo Ram s/o Shri Heroo Ram, Dhalpur, Kulu.

3. One residential house at Dhalpur, Kulu, amounting to Rs. 3,000 offered as surety by Shri Nathu Ram s/o Shri Ruldu, Dhalpur, Kulu.

R. N. GUPTA,  
District Industries Officer, Kulu.

# DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0 एल0-372/2848.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिसमें उक्त श्री गुमत राम सुपुत्र श्री लक्ष्म, ग्राम लारन किलो, कांटी नाथन, कोठी नगर, कुल्लू को 1,800 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 22-9-1968 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूं कि 1,800 रुपये का राशि 22-9-1972 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री गुमत राम से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. Residential house amounting to Rs. 6,000 and 3½ bighas land in village Kharogi and Kothi Naggar offered as surety by Shri Jit Ram s/o Shri Hetu, Village Kharogi, P.O. Naggar, Kulu.

3. Residential house D. Storeyed and 8 bighas land in village Laran Kelo and Nathan, P.O. Naggar offered as surety by Shri Bhim Sen son of Shri Shiv Ram, Village Laran Kelo, P.O. Naggar, Kulu.

R. N. GUPTA,  
District Industries Officer, Kulu.

# DECLARATION UNDER SECTION 24 OF THE HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0 एल0-384/2844.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिसमें उक्त श्री उधो दाम मंहलत सपुत्र श्री लख्मन दास, ग्राम और डाकखाना जगतमुख, कुल्लू को 1,300 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 6-10-1970 से अन्तिम अदायगी की तिथि तक मुझे अदा करने को कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 1,300 रुपये की राशि 6-10-1970 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री उधो दास से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the aid of loan or part thereof.

2. One residential house and 7 bighas land costing of Rs. 11,000 situated in Jagat Sukh as offered by Shri Murli Parkash s/o Shri Lal Dass, Villag and P. O. Jagat



Sukh as surety, of the loanee.

3. One residential house along with the 3½ bigas of land costing of Rs. 6,000 situated at Jagat Sukh as surety offered by Shri Ram Dita s/o Shri Lachaman Dass of Jagat Sukh, Kulu.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0-एल0/188/2864.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था, जिसमें उक्त भूखू राम सुपुत्र श्री गोरख हरीजन धाना बाजार, मनाली, को 667 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 1-8-1964 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 667 रुपये की राशि 1-8-1964 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री भूखू राम से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0-एल0-547/2869.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 17-4-1973 को नोटिस दिया गया था, जिस में उक्त श्री बकशी राम, सुपुत्र श्री प्रभु राम, ग्राम बढोह, डाकखाना बढोह, तहसील हमीरपुर, जिला हमीरपुर को 1500 रुपये की राशि 5½ प्रतिशत वार्षिक व्याज दर सहित 24-9-1970 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 1500 रुपये की राशि 24-9-1970 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक व्याज दर सहित उक्त श्री बकशी राम से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks, the premises and machinery exists or to be purchased with the aid of loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0-एल0-272/2682.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 10-9-1970 को नोटिस दिया गया था, जिसमें उक्त दी प्रेजिडेंट दी कुल्लू वैली रीजनल कोऑपरेटिव मार्किटिंग सोसाईटी लि0 मुन्तर, तहसील और जिला कुल्लू को 2,400 रुपये की राशि 2½ और 5 प्रतिशत वार्षिक दर सहित 26-12-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 2,400 रुपये की राशि 26-12-1969 से अन्तिम अदायगी की तिथि तक 5 प्रतिशत वार्षिक व्याज दर सहित उक्त दी कुल्लू वैली रीजनल कोऑपरेटिव मार्किटिंग सोसाईटी लिमिटेड मुन्तर से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be herein acquired by the Kulu Valley Regional Co-operative Marketing Society Ltd. Bhunter, Kulu whether the assets now or in future in the premises of the society including books, debts stores and stocks machinery exists or to be purchased with the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

#### DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971

कुल्लू, 22 अगस्त, 1973

संख्या डी0-एल0261/2860.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 8-7-1972 को नोटिस दिया गया था, जिसमें उक्त श्री नरायण सुपुत्र श्री मगतो शू मेकर, सी0 मनाली, डाकखाना मनाली, तहसील और जिला कुल्लू, को 700 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 1-9-1964 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूं कि 700 रुपये की राशि 6-9-1964 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री नरायण से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

#### RECOVERY SCHEDULE

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

R. N. GUPTA,  
District Industries Officer, Kulu.

**DECLARATION UNDER SECTION 24 OF HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 22 अगस्त, 1973

संख्या डी0 एल0 369/2854.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 20-12-1972 को नोटिस दिया गया था जिसमें उक्त श्री देव दत्त मुषुव श्री बजारी लाल, कलकं मूनिमिपल कमेटी, मुलतानपुर ए0 बी0, कुल्लू, 428 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 21-9-1968 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है इस लिए मैं घोषणा करता हूँ कि 428 रुपये की राशि 21-9-1968 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री देव दत्त से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future in his home including books, debts, stores, and stocks in the premises and machinery exists or to be purchased with the loan or part thereof.

2. One residential house at Akhara Bazar, Kulu costing to Rs. 15,000 of Shri Fateh Chand Bhapa s/o Shri Nand Lal Bhapa, A. B., Kulu as surety offered by the above.

3. One residential house at Regunath Pur, Kulu amounting to Rs. 10,000 as surety offered by Shri Lekh Chand Chauhan s/o Shri Churu Ram, Sultanpur, Kulu.

**R. N. GUPTA,**  
District Industries Officer, Kulu.

फार्म 'ज'

**DECLARATION UNDER SECTION 24 OF THE HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 22 अगस्त, 1973

संख्या डी0एल0/263.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-4-1971 को नोटिस किया था, जिस में उक्त Dina Nath s/o Hiroo Shoe Makers V. and P. O. Mahli, Tehsil and District Kulu को 1,000 रुपये की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 1-9-1964 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिए मैं घोषणा करता कि 1,000 रुपये की राशि 1-9-1964 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त Shri Dina Nath से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the loanee whether the assets now or in future his name including Books debts, stores and stocks in the premises exists or to be purchased with the loan or part thereof.

**R. N. GUPTA,**  
District Industries Officer, Kulu.

फार्म 'ज'

**DECLARATION UNDER SECTION 24 OF THE HIMACHAL PRADESH STATE AID TO INDUSTRIES ACT, 1971**

कुल्लू, 22 अगस्त, 1971

संख्या डी0 एल0/131.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 18-12-1972 को नोटिस दिया गया था, जिस में उक्त M/S Dana Leather Works Production cum Sale Industrial Co-op. Society Ltd. Dana Manali, P.O. Manali, Tehsil and District Kalu को 668 रुपये की राशि 2½ प्रतिशत and 5 प्रतिशत वार्षिक दर सहित 1-9-1964 से अन्तिम अदायगी तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिए मैं घोषणा करता हूँ कि 668 रुपये की राशि 1-9-1964 से अन्तिम अदायगी की तिथि तक 5 प्रतिशत वार्षिक व्याज दर सहित उक्त Dana Leather से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति में उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All the assets presented and to be hereinafter acquired by the above Industrial Society whether the assets now or in future in his premises the Society including books, debts stores, and stocks and machinery exists or to be purchased with the loan or part thereof.

**R. N. GUPTA,**  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1971 की

धारा 24 के अधीन घोषणा

कुल्लू, 29 अगस्त, 1973

संख्या डी0एल0 438/3026.—जबकि हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 7-7-1971 को नोटिस दिया गया था, जिसमें उक्त श्री चेत राम शर्मा सपुत्र श्री खीमी, गांव मन्जान, डाकखाना मंगलौर, तहसील सराज बंजार, जिला कुल्लू को 334 रुपये की राशि 3 प्रतिशत वार्षिक व्याज दर सहित 11-10-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिये कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूँ कि 334 रुपये की राशि 11-10-1969 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री चेत राम शर्मा से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

**RECOVERY SCHEDULE**

All assets presented and to be hereinafter acquired by the loanee whether the said assets are to be now or in future in his name including book debts, stocks, share and premises, machinery and equipment whether existing or to be purchased with the aid of the loan or a part thereof and any other personal security of the loanee.

**R. N. GUPTA,**  
District Industries Officer, Kulu.

फार्म 'ज' .

हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1971 की धारा  
24 के अधीन घोषणा

कुल्लू, 29 अगस्त, 1973

संख्या डी0 एल0 468/3024—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 19-8-1972 को नोटिस दिया गया था, जिसमें उक्त श्री अमर चन्द सपुत्र श्री चूड़ू राम को 400 रुपये की राशि 5½ प्रतिशत वार्षिक ब्याज दर सहित 9-8-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूँ कि 400 रुपये की राशि 9-8-1971 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक ब्याज दर सहित उक्त श्री अमर चन्द से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery, whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1971 की धारा  
24 के अधीन घोषणा

कुल्लू, 29 अगस्त, 1973

संख्या डी0 एल0 487/3038—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-7-1971 को नोटिस दिया गया था, जिसमें उक्त श्री अतवारी सपुत्र श्री किरपा, रघुनाथपुर, कुल्लू को 585 रुपये की राशि 5½ प्रतिशत वार्षिक ब्याज दर सहित 18-3-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूँ कि 585 रुपये की राशि 18 मार्च, 1971 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक ब्याज दर सहित उक्त श्री अतवारी से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

Residential house offered as surety belonging to Shri Rupnu s/o Shri Rumku, Loran and Shri Bhagtu s/o Balu Loran, P. O. Kulu, amounting Rs. 5,000 each.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल प्रदेश राज्य उद्योग सहायता अधिनियम, 1971 की धारा

24 के अधीन घोषणा

कुल्लू, 29 अगस्त, 1973

संख्या डी0 एल0 489—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-7-1971

को नोटिस दिया गया था, जिसमें उक्त श्री चटनू सपुत्र श्री पोशु, गांव निन्नू, डाकखाना खारसा, तहसील बंजार, जिला कुल्लू, को 300 रुपये की राशि 5 प्रतिशत वार्षिक ब्याज दर सहित 26-3-1969 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूँ कि 300 रुपये की राशि 26 मार्च, 1969 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक ब्याज दर सहित उक्त श्री चटनू से देय है और संलग्न अनुसूची में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery, whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य उद्योग सहायता अधिनियम, 1971 की धारा 24 के  
अधीन घोषणा

कुल्लू, 29 अगस्त, 1973

संख्या डी0 एल0/474/3029—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-7-1971 को नोटिस दिया गया था, जिसमें उक्त तालवा राम, सुपुत्र, प्यारा राम, ग्राम पनोगी, पोस्ट ऑफिस मोहान, तहसील तथा जिला कुल्लू को 660 रुपये की राशि 5½ प्रतिशत वार्षिक ब्याज दर सहित 2-11-1970 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इसलिये मैं घोषणा करता हूँ कि 660 रु० की राशि 2-11-1970 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक ब्याज दर सहित उक्त तालवा राम से देय है और संलग्न अनुसूची निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery, whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

Landed property belonging to Shri Todroo Ram s/o Shri Bhola Ram, Village Brogi, P. O. Mohal and Shri Tapa Ram s/o Shri Bhud Ram, Village Boai, P. O. Mohal comprised in khasra No. 1 and 83 measuring 29 Bighas and 6 Biswas respectively.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य उद्योग सहायता अधिनियम, 1971 की धारा 24 के  
अधीन घोषणा।

कुल्लू, 29 अगस्त, 1973

संख्या डी0 एल0/467/3020—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 5-7-1971 को नोटिस दिया गया था जिसमें उक्त श्री मोहन लाल मार्फत श्री राम लाल, ग्राम बहरी, डाकखाना भुट्टी, तहसील तथा जिला कुल्लू को 620 रु० की राशि 3 प्रतिशत वार्षिक ब्याज दर सहित 1-8-1970 से अन्तिम अदायगी

की तिथि तक मुझे अदा करने के लिये कहा गया था और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूं कि 620 रु० की राशि 1-8-1970 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक व्याज दर सहित उक्त मोहन लाल से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति में उक्त कर्ज की पूर्ति की जा सकती है।

### RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee whether the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य उद्योग सहायता अधिनियम, 1971 की धारा 24 के अधीन घोषणा  
कुल्लू, 29 अगस्त, 1973

संख्या डी०एल०/484/3022.—जबकि पंजाब राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-7-1971 को नोटिस दिया गया था, जिसमें उक्त रोशन लाल सुपुत्र श्री भगत राम, ग्राम बंजार, तहसील सराज, जिला कुल्लू को 400 रु० की राशि 5½ प्रतिशत वार्षिक व्याज दर सहित 22-1-1971 से अन्तिम अदायगी तक मुझे अदा करने के लिये कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूं कि 400 रु० की राशि 22-1-1971 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक व्याज दर सहित उक्त रोशन लाल से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति जा सकती है।

### RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee, whether the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery, whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य उद्योग सहायता अधिनियम, 1971 की धारा 24 के अधीन घोषणा  
कुल्लू, 29 अगस्त, 1973

संख्या डी०एल०/440/3014.—जबकि हिमाचल राज्य उद्योग सहायता अधिनियम 1935 की धारा 23 के अधीन 5 सितम्बर, 1970 को नोटिस दिया गया था, जिसमें उक्त श्री हंस राज सुपुत्र श्री जगत राम, भांव निगान, डाकखाना आनी, तहसील आनी, आउटर सिराज को 1,334 रुपए की राशि 3 प्रतिशत और 5½ प्रतिशत वार्षिक व्याज दर सहित 11-10-1968 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूं कि 1,334 रुपए की राशि 11-10-68 से अन्तिम अदायगी की तिथि तक 5½ प्रतिशत वार्षिक व्याज दर सहित उक्त हंसराज से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

### RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee whether, the said assets are now or in future in his name including book debits, stocks, stores, shares, premises and machinery, whether existing or to be purchased with the aid of loan and part thereof and other personal security of loanee.

1. Residential house offered by Shri Theba Ram s/o Khan Chand V. Galog.

2. Residential house offered by Shri Partap Singh s/o Shri Sham Singh, V. Dalash, P. O. Dalash, Tehsil Ani.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य सहायता अधिनियम, 1971 की धारा 24 के अधीन घोषणा  
कुल्लू, 29 अगस्त, 1973

संख्या डी०एल० 471/3012.—जबकि हिमाचल राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 6-7-1971 को नोटिस दिया गया था, जिसमें उक्त चमारू राम सुपुत्र सुन्दरु डाकखाना कथाला डाकखाना चौइअनी, जिला कुल्लू को 226 रुपये की राशि 5½ प्रतिशत वार्षिक व्याज दर सहित 31-8-1971 से अन्तिम अदायगी की तिथि तक मुझे अदा करने के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूं कि 226 रुपए की राशि 31-8-1971 से अन्तिम अदायगी की तिथि तक 8 प्रतिशत वार्षिक व्याज दर सहित उक्त चमारू राम से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

### RECOVERY SCHEDULE

All assets present and to be hereinafter acquired by the loanee whether the said assets are now or in future in his name including book debits, stocks, shares, premises, and machinery whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

फार्म 'ज'

हिमाचल राज्य उद्योग सहायता अधिनियम 1971 की धारा 24 के अधीन घोषणा  
कुल्लू, 29 अगस्त, 1973

संख्या डी०एल०/461/3018.—जबकि हिमाचल राज्य उद्योग सहायता अधिनियम, 1935 की धारा 23 के अधीन 5-7-1971 को नोटिस दिया गया था, जिसमें उक्त श्री बालकू राम सुपुत्र सेसरू राम, गां डमाह, डाकखाना निथर, तहसील निरमण्ड, जिला कुल्लू को 800 रुपए की राशि 5½ प्रतिशत व्याज दर सहित 14-4-1968 से अन्तिम अदायगी की तिथि तक मुझे अदा के लिए कहा गया था, और चूंकि समस्त उक्त राशि अदा नहीं की गई है, इस लिये मैं घोषणा करता हूं कि 800 रुपये की राशि 14-4-68 से अन्तिम अदायगी की तिथि तक 8½ प्रतिशत वार्षिक व्याज दर सहित उक्त श्री बालकू राम से देय है और संलग्न अनुसूचि में निर्दिष्ट सम्पत्ति से उक्त कर्ज की पूर्ति की जा सकती है।

## RECOVERY SCHEDULE

All assets presented and to be hereinafter acquired by the loanee whether the said assets are now or in future in his name including book debts, stocks, stores, shares, premises and machinery whether existing or to be purchased with the aid of loan or part thereof. Any other personal security of the loanee.

R. N. GUPTA,  
District Industries Officer, Kulu.

## DECLARATION UNDER SECTION 24 OF THE ACT

Solan, the 28th August, 1973

No. UM(Loan)/493. Whereas a notice was served on Shri Laxmi Dutt s/o Shri Khayali Ram r/o village Dharot, Tehsil Solan, District Solan, on the 30th December, 1972, under section 23 of the Punjab State Aid to Industries Act, 1935 as modified and applied to Himachal Pradesh calling upon the said Shri Laxmi Dutt to pay to me the sum of Rs. 2,142.84 on or before 17-11-1972, and whereas the said sum has not been paid, I hereby declare that the sum of Rs. 2,142.84 is due from the said Shri Laxmi Dutt and that the property described in the attached schedule is liable for the satisfaction of the said debt.

## SCHEDULE

1. Shri Kirpa Ram s/o Shri Daulat Ram.
2. Shri Het Ram s/o Shri Daulat Ram, Village Dharot, Tehsil Solan (Sureties).

Sd/-  
District Industries Officer, Solan.

## DECLARATION UNDER SECTION 24 OF THE ACT

Solan, the 28th August, 1973

No. UM(Loan)/499. Whereas a notice was served on Shri Krishan Gopal Sharma s/o Shri Jagan Nath, r/o village Bakhalag, P.O. and Tehsil Arki, District Solan on the 21st April, 1973, under section 23 of the Punjab State Aid to Industries Act, 1935 as modified and applied to Himachal Pradesh calling upon the said Shri Krishan Gopal Sharma to pay to me the sum of Rs. 5,000 on or before the 21st May, 1973, and whereas the said sum has not been paid, I hereby declare that the sum of Rs. 5,000 is due from the said Shri Krishan Gopal and that the property described in the attached schedule is liable for the satisfaction of the said debt.

## SCHEDULE

1. Shri Brij Lal Sharma s/o Shri Diwan Singh, r/o village Bakhalag, P.O. and Tehsil Arki, District Solan.
2. Shri Chaduari Ram s/o Shri Ganeshu Ram, r/o village Bawan, P.O. and Tehsil Arki.

Sd/-  
District Industries Officer, Solan.

## DECLARATION UNDER SECTION 24 OF THE ACT

Solan, the 10th September, 1973

No. UM (Loan)/442/69-865.—Whereas a notice was served on Shri D. P. Bansal s/o Shri Sugan Chand, r/o Braham Niwas, Solan on the 11th February, 1971 under section 23 of the Punjab State Aid to Industries Act, 1935 as modified and applied to Himachal Pradesh calling upon the said Sh. D. P. Bansal to pay me the sum of Rs. 5,000 on or before 19-5-1973, and

whereas the said sum has not been paid, I hereby declare that the sum of Rs. 5,000 is due from the said Shri D. P. Bansal and that the property described the attached schedule is liable for the satisfaction of the said debt.

## SCHEDULE

## PERSONAL SURETIES:

1. Shri Rajesh Chander Verma, Prem Bhawan near I. T. I., Solan.
2. Shri Gainsa Ram, Ashok Bhawan Rajgarh Road, Solan.

Sd/-  
District Industries Officer, Solan.

## FORM 'H'

## DECLARATION UNDER SECTION 24 OF THE ACT

Kalpa, the 5th September, 1973

No. Ind-Knr (Loan)/14/66-1358.—Whereas a notice was served on Shri Chhewang Dorje s/o Shri Nor Dutt, Village Kalpa, Post Office Kalpa, Tehsil Kalpa, District Kinnaur, Himachal Pradesh, on the 11th May, 1972 under section 23 of the Punjab State Aid to Industries (Himachal Pradesh Amendment) Act, 1964 calling upon the said Shri Chhewang Dorje s/o Shri Nor Dutt to pay this office the sum of Rs. 178.56 (Rupees one hundred seventy-eight and paise fifty-six only) alongwith pennial interest thereon up-to-date on or before the 8th June, 1972 and whereas the said sum has not been paid, I hereby declare that the sum of Rs. 607.14 (Rupees six hundred seven and paise fourteen only) (balance principal) along with interest and pennial interest (up-to-date) will be charged till the date of payment is due from the said Shri Chhewang Dorje s/o Shri Nor Dutt and that the property described in the attached schedule is liable for the satisfaction of the said debt.

## SCHEDULE

All assets whether movable or immovable belonging to Shri Chhewang Dorje s/o Shri Nor Dutt loanee.

A certificate of credit worthiness has been given by Shri Gian Singh Negi, the then M. L. A., District Kinnaur, Himachal Pradesh.

N. L. AWASTHI,  
District Industries Officer, Kalpa, District Kinnaur.

## PUBLIC WORKS DEPARTMENT

## NOTIFICATIONS

Simla-3, the 24th August, 1973

No. SE-II-R-54-5/1-17995-99.—Whereas it appears to the Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of Chhaila-Narkanda road, it is hereby declared that the land described in the specification below is required for the above purpose.

The declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department, is hereby directed to take order for the acquisition of the said land.

A plan of the land may be inspected in the office of the

Collector, Land Acquisition, Himachal Pradesh, Simla.

### SPECIFICATION

District: SIMLA

Tehsil: THEOG

Village	Khasra No.	Area		
		Big.	Bis.	Hec. Are. Cent.
DALOGAD	322/1	0	5	01.88.13
	323/1	1	3	08.65.39
	324/1	0	6	02.25.75
	332/1	0	14	05.26.76
	333/1	0	3	01.12.88
	334/1	0	9	03.38.63
	382/1	0	5	01.88.13
	335/1	0	4	01.50.50
	262/1	0	2	00.75.25
	325/1	0	10	03.76.26
	263/1	0	12	04.51.51
Total ..		4	13	34.99.19

Simla-3, the 24th August, 1973

No. SE-II-R-54-5/1-17970-74.—Whereas it appears to the Governor, Himachal Pradesh that land is likely to be required to be taken by the Himachal Pradesh Government at the public expense for a public purpose, namely for construction of Nagaon-Chhatri road, it is hereby notified that land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the said land in the locality may within thirty days of the publication of this notification, file an objection in writing before the Collector of Land Acquisition, Simla District and Outer Seraj, Kulu District Himachal Pradesh Public Works Department, Simla-9.

### SPECIFICATION

District: KULU

Sub-Tehsil: ANI

Village	Khasra No.	Area		
		Big.	Bis.	Hec. Are. Cent.
FATI KARSH HIGAR	4849	2	1	
	4851	1	5	
	4853	0	10	
	4852	3	16	
	5176	2	9	
Total ..		10	1	

Simla-3, the 24th August, 1973

No. SE-II-R-64-5/1-17980-84.—Whereas it appears to the Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of Matiana-Baragaon road, it is hereby declared that the land described in the specification below is required for the above purpose.

The declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department, is hereby directed to take order for the acquisition of the said land.

A plan of the land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh Public Works Department, Simla.

### SPECIFICATION

District: SIMLA

Tehsil: THEOG

Village	Khasra No.	Area		
		Big.	Bis.	Hec. Are. Cent.
THATHAL	165/1	4	17	36.49.70
	1/1/1	0	17	06.30.04
	179/2/1	0	16	06.02.01
	178/1	0	1	00.37.63
	177/1	0	12	04.51.51
Total ..		7	3	53.80.49

Sd/-

Superintending Engineer,  
2nd Circle, H.P. P.W.D., Simla-3.

Dharamsala, the 7th September, 1973

No. SEV/L.A/PLP-12/73/6771-74.—In exercise of the powers vested upon him under section 48 (i) of the Land Acquisition Act, 1894 the Governor of Himachal Pradesh is pleased to denotify the following fields from notification No. SEV-R-PLP-17/69/1, dated 9-6-72 under section VI regarding the acquisition of land in villages mentioned below for the construction of Ghuggar-Tanda road in Tehsil Palampur, District Kangra because these are no longer required in the acquisition proceedings.

### SPECIFICATION

Sr. No.	Tikkar	Village	Field No.
1.	TANDA	GHUGGAR	110/1, 567/524/1, 492/55/1, 577/566/557/1, 250/1, 571/281/1, 235/1 and 39/1.

Dharamsala, the 7th September, 1973

No. SEV/L.A.P.-PLP-I/WS.—Whereas it appears to the Governor, Himachal Pradesh that land is likely to be acquired to be taken by Government at public expense for a public purpose, namely for tapping of Suggal Nallah Spring for Water Supply Scheme, Jaisinghpur in Tehsil Palampur, District Kangra, it is hereby notified that the land in the locality described below is likely to be acquired for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894 to all whom it may concern.

In exercise of powers conferred by the aforesaid section, the Governor, Himachal Pradesh is pleased to authorise the officers for the time being engaged in the undertaking with their servants and workmen to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested, who has any objection to the acquisition of the land in the locality may,



within 30 (thirty) days of the publication of this notification, file an objection in writing before the Land Acquisition Collector, H.P.P.W.D., Kangra.

## SPECIFICATION

District: KANGRA

Tehsil: PALAMPUR

Mauza	Tika	Khasra No.	Area K. M.
Chadhiar	Matiar	676/2/1	.1 0
Total ...			1 0

R. K. SARKAR,  
Superintending Engineer,  
5th Circle, H.P. P.W.D., Dharamsala.

Kulu, the 31st August, 1973

No. SEVI-LA-4/GI/21900-03.—Whereas it appears to the Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of buildings in Field Hostel area at Kulu, it is hereby declared that the land described in the specification below is required for the above purpose.

The declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department, is hereby directed to take order for the acquisition of the said land.

A plan of the land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh Public Works Department, Mandi.

## SPECIFICATION

District: KULU

Tehsil: KULU

Village	Khasra No.	Area Big. Bis.
DHALPUR	661	0 12
	663	0 4
	666	0 7
Total ..		1 3

K. C. SHANDIL,  
Superintending Engineer,  
6th Circle, H.P. P.W.D., Kulu.

REVENUE DEPARTMENT  
(DRAFT) NOTIFICATION

Hamirpur, the 30th August, 1973

No. SE-VIII/LA-UNA-4/72-20827-31.—Whereas it appears to the Governor, Himachal Pradesh that the land is required to be taken by the Government at public expense for a public purpose, namely for construction of Gang Hut-cum-site office on Una-Amb-Mubarikpur road, it is hereby declared that the land described in the specification below is required for the above purpose.

2. The declaration is made under the provisions of section 6 of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Land Acquisition, Himachal Pradesh Public Works Department is hereby directed to take order for the acquisition of the said land.

3. A plan of the land may be inspected in the office of the Collector, Land Acquisition, Himachal Pradesh Public Works Department, Kangra and the Executive Engineer, Una Division, Himachal Pradesh Public Works Department, Una.

## SPECIFICATION

District: UNA

Tehsil: UNA

Village	Khasra No.	Area Acres
CHURU	179	0 11

Sd/-  
Superintending Engineer,  
8th Circle, H.P. P.W.D., Hamirpur.

भाग 3—अधिनियम, विधेयक और विधेयकों पर प्रवर समिति के प्रतिवेदन, वैधानिक नियम तथा हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश हाई कोर्ट, फाइनैन्शियल कमिश्नर तथा कमिश्नर आफ़ इन्कम-टैक्स द्वारा अधिसूचित आदेश इत्यादि

## FOREST DEPARTMENT

## NOTIFICATION

Simla-2, the 4th September, 1973

No. 8-5/73-SF.—In exercise of the powers conferred by section 30 and 32 of the Indian Forest Act, 1927 (XVI of 1927), which has been applied to the land specified in the schedule appended to the Himachal Pradesh Government notification of even number, dated 31-8-73 and all other powers enabling him in this behalf, the Governor of Himachal Pradesh is pleased to direct that the following rules shall apply to the said land:—

## RULES

1. No person shall cut/fell or lop any trees for any purpose whatsoever or remove any forest produce

provided that subject to rules 3 below, the owners may fell and remove trees, timber and other forest produce for their own domestic and agricultural purposes.

2. Subject to the approval of the Divisional Forest Officer, Solan Forest Division, the owners may sell trees, provided that the trees have first been marked by the Divisional Forest Officer.

3. No living trees, standing within 30 feet of the bank of any stream or torrent bed shall be felled for any purpose whatsoever.

4. No person shall herd, pastures, graze or retain sheep, goats, camels or other cattle on the land specified in the schedule annexed to Himachal Pradesh Government notifications of even 1

number dated 31-8-73, provided that in such area where the forest crop is well established and in cases of emergency, such a abnormal drought or floods, the Divisional Forest Officer, Solan Forest Division may throw open such area or areas for grazing of the cattle of the land owners except sheep, goats and camels on such conditions as may be appropriate in each case.

5. No person shall clear or break up land for cultivation or other purposes, provided that if in the opinion of the Divisional Forest Officer, Solan Forest Division, the land is sufficiently protected from damage by flood and erosion, the owners may cultivate the land to the extent permitted by him.
6. No person shall cut or remove grass, provided that the owners may cut grass for their own use or allow its sale with the approval of, and within the period allowed by the Divisional Forest Officer, Solan Forest Division on the condition that grass is cut above ground with a drati only. (Date to be fixed to allow scattering of ripe grass seed).
7. No person shall set fire to grass/trees or timber or kindle a fire on the land without taking reasonable precautions to prevent it spreading.
8. The quarrying of stone or the burning of lime at places where such stone or lime has not ordinarily been so quarried or burnt prior to the publication of the Himachal Pradesh Government notifications of even number, dated 31-8-73, shall be prohibited except with the permission of the Collector of Solan District who will consult the Divisional Forest Officer, Solan Forest Division before according such permission.
9. Income from composition of offences against these rules under section 68 of the Indian Forest Act, 1927, shall be credited to Government.

By order,  
P. K. MATTOO,  
Secretary.

## FOOD AND SUPPLIES DEPARTMENT

### NOTIFICATION

Simla-2, the 10th September, 1973

No. 13-2/69-Co-op. F&S.—In exercise of the powers conferred vide section 3 of the Himachal Pradesh Bricks (Control) Act, 1969 (Act No. 29 of 1969) and all other

powers vested in him in this behalf the Governor, Himachal Pradesh is pleased to order that the following amendments shall be made in the Himachal Pradesh Bricks Control Order, 1970 published vide this Department notification No. 13-2/69-CS&T, dated the 14th October, 1970 in the Rajpatra H.P., dated the 31st October, 1970:

### AMENDMENT

- (a) **Clause 4:** (1) in sub-section (iv) after the words "District Magistrate" substitute the word "refuses" for the word "refuse", and  
(2) in sub-section (v) insert the word "the in between" the words "to" and "refund";
- (b) **Clause 8:** In sub-clause (i) substitute the word "continue" for the word "continues";
- (c) **Clause 17:** (1) The following sub-columns shall be inserted under column 5 in Form 'E':—  
(i) Permit No. and date  
(ii) Name of permit holder,  
(iii) Number of bricks issued., and  
(2) the existing column No. 7 of Form 'E' shall be re-numbered as 8 and the following shall be inserted as column No. 7:—  
"7. Signatures of the manufacturer/dealer";
- (d) **Clause 18:** The following shall be inserted as column 7 in form 'F' "7—Remarks";
- (e) **Clause 21:** in sub-clause (2) substitute the word 'restore' for the word vest-wed appearing therein and shall be deleted.
- Clause 22:** shall be deleted.
- (f) **Clause 23:** in sub-clause (2) substitute the words brackets and figure "sub-clause (1)" for the word, brackets and figures "sub-section (1)" appearing therein.

M. S. MUKHERJEE,  
Secretary.

## PLANNING DEPARTMENT

### NOTIFICATION

Simla-2, the 24th August, 1973

No. 9-17/71-Plan (Estt.).—In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India and all other powers enabling him in this behalf and in supersession of Notification of even number, dated the 11th September, 1972, the Governor of Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission is pleased to make the Recruitment and Promotion Rules to the post of the Director of Economics and Statistics, Himachal Pradesh, as in the Proforma enclosed.

2. These rules shall come into force with immediate effect.

# RECRUITMENT AND PROMOTION RULES FOR THE POST OF THE DIRECTOR OF ECONOMICS AND STATISTICS, HIMACHAL PRADESH

Sl. No.	Name of the post	No. of posts	Classification	Scale of pay	Whether selection post or non-selection post	Age limit for direct recruitment
1	2	3	4	5	6	7
1.	Director of Economics and Statistics, Himachal Pradesh	One	Class-I (Non-Ministerial).	Rs.1100-1300	Selection	Not less than 35 years and not more than 45 years.

*Note:*

(i) The upper age limit indicated in this rule does not apply to Government servants.

(ii) The upper age limit is also relaxable in favour of scheduled castes/tribes candidates or other categories of persons to the extent permitted by the general or special orders of the Himachal Pradesh Government.

(iii) Age limits can be relaxed at the discretion of the Himachal Pradesh Public Service Commission in case of candidates otherwise well qualified.

Educational and other qualifications required for direct recruits	Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees	Period of probation if any	Method of recruitment whether by direct or by promotion or by deputation/transfer and percentage of vacancies to be filled by various methods
8	9	10	11

*Essential:*

- (i) Master's degree in Statistics or Mathematics/Economics/Commerce (with Statistics) of a recognised University or equivalent.  
OR  
Degree of a recognised University with Mathematics/Economics/Statistics as a subject plus a recognised Diploma obtained after atleast
- Requirements of Column 7 will not apply but those laid down in col. 8(i) will apply.
- Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and for reasons to be recorded in writing.
- By promotion failing which by direct recruitment and failing both by deputation.

8

9

10

11

two years' post graduate training in Statistics.

(ii) Atleast five years experience of Statistical work, involving collection, compilation and interpretation of Statistical data.

(iii) Atleast five years administrative experience in a Gazetted post under the Government of India or under the Government of State in India or any other responsible post of a comparable status under a private organisation of good standing.

*Desirable:*

Knowledge of customs, manners and dialects of Himachal Pradesh (Qualification: relaxable at the discretion of Himachal Pradesh Public Service Commission in case of candidates otherwise well-qualified).

In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made

Composition of Departmental Promotion Committee

Circumstances in which the Himachal Pradesh Public Service Commission is to be consulted in making recruitment

12

13

14

*Promotion:*

- (i) Deputy Director of Economics and Statistics, with atleast five years' service in the grade.
- (ii) Senior Research Officer with atleast seven years' service in the grade.
- (iii) District Statistical Officers/Statisticians/Research Officers (Class II), with atleast 10 years' service in the grade.

Class-I Departmental promotion Committee to be presided over by the Chairman, Himachal Pradesh Public Service Commission or member thereof to be nominated by him.

As required under the law.

*Note.*—For the purpose of considering the various eligible officers for promotion, combined seniority list will be prepared in which the names of the incumbents of the posts of Deputy Director of Economics and Statistics, Senior Research Officer and District Statistical Officers/Research Officer Statisticians, shall appear in this order while the interseniority of officers belonging to any one of these groups will remain intact; provided that an officer who may have been promoted from the post of D. S. O./R.O./Statistician to a post of Deputy Director Economics and Statistics or Senior Research Officer, shall be considered as a D. S. O./R. O./Statistician if eligible, and the service rendered by him in the higher post shall be deemed to have been rendered in the lower posts for the purpose of determination of his eligibility till he becomes eligible by virtue of his promotion as Deputy Director of Economics and Statistics, or Senior Research Officer alone, as the case may be.

Sl. No.	Department/Scheme-	Engineering		Total	Diploma-holders in Engineering		
		Mining	Other branches		Civil	Mech.	Elec.
	15	16	17	18	19	20	21
1.	Recruitment against normal vacancies—Plan and Non-Plan—						
	(a) Public Works Department and Irrigation.						
	(b) Electricity.						
	(c) Public Health.						
	(d) Other Departments.						
	Total						
2.	Recruitment against special schemes—						
	(a) Rural Engineering Surveys.						
	(b) Investigation of Road Projects.						
	(c) Design Units for Rural Water Supply.						
	(d) Investigation of Irrigation and Power Projects.						
	(e) Natural Resources Surveys.						
	(f) Agro-service Centres.						
	(g) Special Employment Programmes—						
	(i) Self-employment Programmes.						
	(ii) Others.						
3.	Self-employment Programme.						
4.	Incentive Schemes (Punjab Model).						
5.	Other Schemes, if any.						
	Total						

Sl. No.	Department/Scheme	Diploma-holders in Engineering				Doctorate in Science discipline	Remarks if any
		Chem.	Met.	Mining	Total		
	15	22	23	24	25	Total 26	27
1.	Recruitment against normal vacancies—Plan and Non-Plan—						
	(a) Public Works Department and Irrigation.						
	(b) Electricity.						
	(c) Public Health						
	(d) Other Departments.						
	Total						
2.	Recruitment against special schemes—						
	(a) Rural Engineering Surveys.						
	(b) Investigation of Road Projects.						
	(c) Design Units for Rural Water Supply.						
	(d) Investigation of Irrigation and Power Projects.						
	(e) Natural Resources Surveys.						
	(f) Agro-service Centres.						
	(g) Special Employment Programmes—						
	(i) Self-employment Programmes.						
	(ii) Others.						
3.	Self-employment Programme.						
4.	Incentive Schemes (Punjab Model).						
5.	Other Schemes, if any.						
	Total						

By order,  
B. C. NEGI,  
Secretary (Economics and Statistics).

# भाग 4—स्थानीय स्वायत्त शासन: म्यूनिसिपल बोर्ड, डिस्ट्रिक्ट बोर्ड, नोटिफाइड ग्रौर टाउन एरिया तथा पंचायत विभाग

## LOCAL SELF GOVERNMENT DEPARTMENT NOTIFICATION

Simla-2, the 30th April, 1973

No. 1-10/69-LSG.—In exercise of the powers conferred by section 215 of Himachal Pradesh Municipal Act, 1968 (Act 19 of 1968), the Governor, Himachal Pradesh, is pleased to confirm the following bye-laws made by the Municipal Committee, Shri Naina Devi Ji, District Bilaspur, Himachal Pradesh under section 198 (v), 199 (3), 200 and 213 of the said Act, these are published for general information of the public and shall come into force within the limits of the said Municipal Committee with immediate effect:—

**Bye-Laws for the Construction of shops/houses/residence-cum-shops in the Shri Naina Devi Ji Municipal Committee Limits u/s 198 (v), 199 (3), 200 and 213 of the Himachal Pradesh Municipal Act, 1968**

1. *Short title* These bye-laws shall be called the By-laws for the Construction of Buildings in the jurisdiction of the Municipal Committee Shri Naina Devi Ji.

2. *Definitions*.—In these bye-laws, unless the context otherwise requires,—

- (a) "Committee" means Municipal Committee Shri Naina Devi Ji.
- (b) "Applicant" means a person who gives a notice of his intention to erect or re-erect a building and shall include his legal representatives.
- (c) "Footing" means the projections courses at the base of a wall to spread the weight over a large area.
- (d) "Plinth" means the portion of the external wall between the level of the street and the level of the floor, first above the street and except in the case of stables, godowns and buildings of the ware-house class, shall in no part be less one foot above the level of centre of adjacent portion of the nearest street or below such standard level as may from time to time be fixed by the Committee.
- (e) "Height" of building shall be calculated from the level of the centre of the adjacent portion of the nearest street.
- (f) "Storey" means any horizontal division of a building so constructed as to be capable of use as a living or sleeping apartment, although such horizontal division may not extend over the whole depth or width of the building.
- (g) "Party wall" means:—
  - (i) a wall forming a part of a building and being used or constructed to be used in any part of the height or length of such wall for separation of adjoining building(s) belonging to different owners or occupied or constructed or adopted to be occupied by different persons, or
  - (ii) a wall forming a part of a building and standing in any part of the length of such wall, to a greater extent than the projection of the footing on one side or grounds of different lessees/owners.
- (h) "External Wall" means an outer wall of a building not being a party wall even though adjoining a wall of another building.
- (i) "Residential Building" means a building used or

constructed or adopted for use wholly or principally for human habitation and includes all garages, stables or other out buildings appurtenant thereof.

- (j) "Brick" means an artificially made block or clay or of lime and sand prepared under pressure and burnt in a kiln or of sand and cement each not exceeding 12 inches in length, six inches in breadth and three and half inches in depth and capable of sustaining pressure of not less than 450 lb. to the sq. inch.
- (k) "Hollow Block" means block of size 16"x8"x8" with hollow space of 25 to 30 per cent made out of cement or stabilised earth, each to withstand a compressive stress as specified by the officer whoever is appointed by the Municipal Committee in this behalf.
- (l) "Inhabited Room" means a room in which some person passes the night or which is used as a living room.
- (m) "Width applied to a New Road or Street" means the whole extent of space within the boundaries of such road and street as laid down on the survey of the township and measured at right angles to the courses of direction of such road or street.
- (n) "To abut" a building is said to abut on a road when the outer face of its front wall is on the road boundary.
- (o) "Barsati" means a small shed on the roof of a building used for shelter during the rains.
- (p) "Saiban" means a small open shed on the roof of a building in which to sleep during the hot weather.
- (q) "Mumti" means a small structure erected on the roof of a building at the head of a staircase to protect such staircase from the weather.
- (r) "Water Borne Latrine" means a latrine cleaned by a water carriage system.
- (s) "Public Building" except where otherwise defined means a building used or constructed or adopted to be used either ordinarily or occasionally as a place of public worship or as a Hospital, College, School (not being merely a dwelling house so used), theatre, public hall, public concert room, public lecture room, public exhibition room or as a public place of assembly or entertainment for persons admitted thereto by tickets or otherwise, or used or constructed or adopted to be used either ordinarily or occasionally for any other public purposes.
- (t) "Wall" means structure of compressed clay, sun dried bricks, burnt bricks, stones, cement blocks lain in cement, lime or mud mortar.

3. *Application to build*.—(i) Every applicant shall submit to the committee an application in writing in the form prescribed in Appendix I. It shall be accompanied by (a) a site plan in triplicate to a scale of not less than 32 feet to an inch.

(b) Plans elevations and section of the proposed structures to a scale of 8 feet to an inch. In case of construction of building on Government land the application shall be accompanied with plans, elevation and sections in quadruplicate. On these plans all proposed additional erections or additions or alterations to the existing structures shall be shown in red colour.



4. *Site Plan.*—The site plan referred to in the bye-law 3 above will be fully dimensioned and will show:—

- (i) The boundaries of the site.
- (ii) The direction of the north point relative to the plan of the building.
- (iii) The streets and roads adjoining the sites with their widths clearly dimensioned and names (if any) given, also all existing roadside trees, lamp posts or any other features or structures likely to affect the approach to the building.
- (iv) Surrounding buildings in or out line within distance of 50 feet of the compound of the proposed building.
- (v) All water supply lines, sewers, drains and underground electric wires or cables passing through the plot.

5. *Building Drawings.*—(A) The plans, elevations and sections referred to in bye-law 3 above will show:—

- (i) A plan of the ground floor and other floors in the proposed buildings and typical sections.
- (ii) The means of access to the building and their various floors.
- (iii) The method of ventilation in each room.
- (iv) The open spaces or yards inside or surrounding the building.
- (v) In detail the method of disposal of sewage, sullage and storm water.

6. *Signings or Drawings.*—All plans and specifications referred to in the preceding bye-laws will be clearly signed by the applicant or his legally authorised agent or attorney.

7. *Occupation or letting of buildings.*—No person will occupy or allow any other person to occupy any building or part of a new building for any purposes whatsoever until such building or part has been certified by an officer of the committee authorised to give such certificates, to be in his opinion in every respect complete according to the sanctioned plans and fit for the use for which it is erected.

8. *Minimum height of rooms.*—In the case of flat roof buildings the height of the rooms will be 9 feet clear from finished floor level.

In the case of flat roof double storeyed building the height of the first floor will be 8 feet.

In case of pent roof single storeyed building the minimum height of the rooms up to bottom of the tie beams will be 8 feet and of the verandah up to eaves will be 7 feet 6 inches from the finished floor level. In case of double storeyed pent roof buildings the minimum clear height of rooms and verandah will be 8 feet from the finished floor level in the ground floor and 7 feet 6 inches up to underside of the tie beam for the main room and 7 feet up to the eaves of the verandah from the finished floor level in the first floor.

9. *Barsati.* A 9 feet high barsati will be permitted within a W.C. on the terrace.

10. *Number of storeys.*—No residential building with more than four storeys above the ground floor shall be erected, provided that a barsati, open at least on one side and a latrine, the combined area of which does not exceed 25 per cent of the roof area, and a mumti over the staircase shall not be considered as a separate storey for this purpose—

- (i) The provision to the effect that the roofs of houses, to be constructed within the Municipal limits, be made slopy.
- (ii) The owners of the multi storeyed buildings should

provide letter boxes on the ground floor of such buildings.

11. *Stables and cow sheds.*—(a) A cow house or cow shed may be constructed in a portion of the open space on the ground floor of a building provided that its area does not exceed 144 sq. ft. and it has a sloping cement floor and there is proper arrangement for drainage of the shed and the drainage is connected with the sewerage line and provided further that not more than one cow or buffalo, her calf is kept in the shed by the owner.

(b) No living room will be permitted to be build over a stable or cow shed.

(c) No cow house or stable will have direct communication with any room used for human habitation.

12. *Minimum size of rooms.*—Every room intended to be used for human habitation or which may be used for human habitation will have a floor area of not less than 100 sq. feet.

13. *Ventilation of rooms.*—Every room which is intended for human habitation shall be provided for the purpose of light and ventilation with windows, doors or other aperture having a total area not less than one fourth of the floor area of the room which open directly on to a space (at least 8 feet wide) which is open to the sky or on to verandah opening on such a space and these will be so arranged as to ensure through ventilation to the satisfaction of the committee.

14. *Ventilation of water closets and bath rooms.*—All W.Cs. and rooms solely used as bath rooms or latrines must be provided with means to ensure constant ventilation in addition to a window at least 2'x1' opening directly into the extent air.

15. *Projection from buildings.*—In and over first storey, projections may not be allowed. No balcony verandah or steps or other projections from the face of a building shall be allowed to be built on over any road or beyond boundaries of applicants land; provided that a chhajja or a sun shade projection of which is not more than 2' 6" from the face of the building may be permitted on or over any road or public space or over the land belonging/leased out to him.

16. *Necessary offices.*—Every house intended for human habitation will have in addition to the usual offices a kitchen with provision for food storage, a bath room or washing platform and a pantry or other suitable arrangement, properly drained for the cleaning of kitchen utensils. Detail of such offices must be shown on the plans referred to in these bye-laws (By-Law No. 5)

17. *Chimneys.*—Every kitchen or cooking place will be provided with a smoke flue or chimney of adequate size, the minimum internal dimensions of which will be carried to a height of at least 3 feet.

18. *Separate flues for each chimney.*—Every chimney leading from a kitchen will have a separate smoke flue, but chimney/chimneys other than the kitchen chimney may have a common smoke flue.

19. *Smoke Flues to be pargetted.*—Every flue included in a building is to be suitably rendered or pargetted unless lined with a fire brick or fire proof clay/ordinary clay at least one inch thick.

20. *Floor beneath fire place.*—Floors beneath and around every fire place for a width of 3 feet shall be rendered fire proof by covering with earthenware tiles, cement concrete or other fire proof materials.

21. *Wood works in chimneys.*—No wood work will be permitted in a construction of building nearer than 9 inches from the inside of any flue.

**22. Dry service latrines.**—No dry service latrine will be permitted in any house or building.

**23. Distance of service latrines from public roads and water supplies.**—No service latrine shall be within 5 feet of any public road or within 10 feet, of any source of water supply.

**24. Receptacles and flap door for service latrines.**—Every service latrine will be provided with a close fitting impermeable receptacles into which excreta may fall directly and such receptacle will be movable through a flap door in the outer wall of the latrine, where commodes are used, the flap door will not be required.

**25. Floor of W.Cs.**—The floor of W.Cs. will be made of masonry plastered with cement or otherwise rendered impermeable and will have fall of half inch to a foot towards a drain. The walls will be similarly treated to a height of 3 feet.

**26. Position and ventilation of the W.Cs.**—(i) Every water borne W.C. will be so constructed as to have at least one side as an external wall abutting directly on a street or an open space at least 100 sq. ft. in area.

(ii) Every W.C. will have window measuring at least 2 sq. ft. opening on the external wall as well as some means of permanent ventilation.

**27. Approach to W.Cs.**—No W.C. will be so constructed as to be approached directly from any road used for the manufacture, preparation or storage of food or used as factory workshop or work place.

**28. Floor area of W.Cs.**—The minimum floor area of any W.C. will be 15 sq. feet the minimum width of which will be 3 feet. If arranged in multiple compartments the floor area of each compartment will not measure less than 3' x 4½'.

**29. Cistern to be mosquito proof.**—All flushing cisterns and storage tanks will be of approved mosquito proof pattern.

**30. Storm water drainage.**—(a) Adequate provision will be made for the proper drainage of rain water from the building and also of surface water from the compound of the building this will be led by separate drains to the storm water drain.

(b) Parnalas or spouts will not be permitted from the roofs of houses except those discharging into one's own premises. Pucca thurries (platform) must invariably be provided under spouts unless they discharge directly into drains. These must discharge in to channels or drains constructed to receive and carry away rain water without causing dampness in any wall or foundation.

**31. Damp proof courses.**—All walls (internal and external) will be provided with an efficient damp proof course at the plinth level.

**32. Bath rooms.**—All rooms intended to be used solely as bath rooms will have:—

(i) A floor area of not less than 20 sq. feet with a minimum width of 4 feet.

(ii) A window of superficial area of not less than 4 sq. feet and if the room is only of a minimum size, some additional means of constant ventilation in the form of roof vent or jail.

(iii) An impermeable floor made of smooth hard material with a suitable fall to trapped soil pipe connection.

(iv) An impermeable dado 3 feet high.

**33. Kitchens.**—Every room used as a kitchen will have:—

(i) A superficial area not less than 30 sq. feet with

a minimum width of 4 feet.

(ii) A height of not less than 8 feet.

(iii) A window not less than 4 sq. feet superficial area opening directly in to the external air.

(iv) Unless separately provided for in a pantry, means for the washing up of kitchen utensils which lead directly through a sloped sink to a grated and trapped connection to the soil pipe.

(v) Fly proof guaze covering on all doors and windows.

**34. Pantries.**—Where pantries are provided these will have:—

(i) A floor area of not less than 30 sq. feet with a minimum width of 4 feet.

(ii) A slopy sink for the cleaning of kitchen utensils which will drain through a grated and trapped connection in the drain.

(iii) An impermeable floor and impermeable dado 3 feet high.

**35. Servant quarters.**—All out houses intended for the accommodation of servants living in the compound will have:—

(i) A covered shelter or verandah not less than 6 feet 6 inches wide built in front of the living room or rooms and having smooth floor made of impervious material draining into a surface or a covered drain.

(ii) A cooking place in one corner of the verandah, for shelter. This corner is to be partly bricked into height of 3 feet from the outer edge of the verandah.

(iii) A bath room and W.Cs. within the compound on a base of one to each set of 4 quarters in addition to separate W.C. accommodation for females.

**36. Garages.**—Garages will be provided with a washing platform made of impermeable material and slopped adequately to drain into a grated and trapped connection to the sewer drain.

**37. Mezanine floor.**—The area of the mezanine (store) floor will not exceed 25 per cent of the floor area of the room over which is constructed. Its minimum height should not be less than 6 feet. It should also be provided with suitable ventilation with opening and aperture not less than 12½ per cent of the floor area.

**38. Corridors.**—(i) No internal corridor or passage way in a public building shall be less than 6 feet wide, provided that there not more than 200 persons are to be accommodated in any public building any internal corridors or passage way may be of any width not less than 4 feet 6 inches.

(ii) Every internal corridor or passage way in a public building intended for the accommodation of more than 400 persons shall be wider than 6' by 6' for every hundred persons over 400, subject to a maximum width of 9 feet.

(iii) Notwithstanding anything contained in clause number (i) and (ii) instead of a single corridor or passage of the width prescribed by clause (ii) above may be two corridors or passage way such being of width equal to at least 2/3rd of the width so prescribed subject to a minimum of 4 feet 6 inches.

(iv) No internal corridor or passage way in private building shall be less than 4 feet wide.

**39. Staircases.**—In any building no staircase will be less than 3 feet in width and no step will have rise of more than 8 inches or tread of less than 9 inches. Special

and service staircase may be 2-1/2 feet wide. Staircases must be covered and ventilated by a window or a ventilator. A minimum of 6 sq. feet per floor should be provided for ventilation and light.

**40. Grain Store.**—Every building intended for the storage of grains will be rat proof.

**41. Back to back constructions.**—No back to back construction of residential quarters will be permitted.

**42. Foundation.**—The foundation of every building resting directly on earth:

- (a) Will be of such width that the pressure of the earth does not exceed one ton per sq. feet.
- (b) Will rest on undisturbed earth.
- (c) Will not be less than 2 feet below ground level.

All walls will rest on concrete foundations which must project at least 6 inches on either side of the footing and be of a minimum depth of 9 inches or greater depending on the thickness of the wall.

**43. Thickness of wall.**—Every person who shall undertake construction work on a residential masonry walled building shall construct every external wall, every wall abutting on an interior open space and every part wall included in such work in accordance with the following specifications and in every case the thickness prescribed shall be the minimum thickness of which any such wall may be constructed and the several dimensions apply to masonry walls built to bricks or hard stones—

- (i) height up to 10 feet where the wall does not exceed 10 feet, in the height (whatever its length) it shall be at least 9 inches thick for its whole height;
- (ii) height up to 15 feet where the wall exceeds 10 feet and does not exceed 15 feet in height (whatever its length) it shall be 13-1/2 inches thick for a height of 8 feet and 9 inches thick the remaining height;
- (iii) height up to 25 feet where the wall exceeds 25 feet in height its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length, it shall be 13-1/2 inches thick for its whole height;
  - (b) if the wall exceeds 30 feet in length, it shall be 18 inches thick below the top most storey, if it comprises more than one storey, or if it comprises a ground floor only, then 18 inches thick for a height of 15 feet above its base, and in either case, 13-1/2 inches thick for the rest of its height.
- (iv) Height upto 35 feet where the wall exceeds 25 feet but does not exceed 35 feet in height its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length, it shall be 18 inches thick from the base for the height of one storey, and 13-1/2 inches for the rest of its height;
  - (b) if the wall exceeds 30 feet in length, it shall be 18 inches thick from the base for the height of two storeys, and 13-1/2 inches thick the rest of its height.
- (v) Height upto 45 feet where the wall exceeds 15 feet in height, its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length it shall be 18 inches thick from the base for the height of two storeys and 13-1/2 inches thick for the rest of its height;
  - (b) if the wall exceeds 30 feet in length, it shall

be 22-1/2 inches thick from the base for the height of one storey, then 18 inches thick for the rest of its height.

- (vi) Height up to 55 feet where the wall exceeds 45 feet but does not exceed 55 feet in height, its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length, it shall be 22-1/2 inches thick from the base for the height of one storey, then 18 inches thick for the height of the next two storeys and 13-1/2 inches for the rest of its height;
  - (b) if the wall exceeds 30 feet in length, it shall be 22-1/2 inches thick from the base for the height of two storeys, and then 18 inches thick for the height of next two storeys, and 13-1/2 inches thick for the rest of its height.
- (vii) Height up to 55 feet where the wall exceeds 55 feet but does not exceed 65 feet in height its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length it shall be 22-1/2 inches thick from the base for the height of two storeys, then 18 inches thick for the height of next two storeys, and 13-1/2 inches for the rest of its height;
  - (b) if the wall exceeds 30 feet in length it shall be 27 inches thick from the base for the height of one storey, then 22-1/2 inches thick for the height of the next two storeys and 13-1/2 inches thick for the rest of its height.
- (viii) Height up to 70 feet where the wall exceeds 65 feet but does not exceed 70 feet in height its thickness shall be as follows:—
  - (a) if the wall does not exceed 30 feet in length, it shall be 27 inches thick from the base for the height of one storey, then 22-1/2 inches thick for the height of next storey, then 18 inches thick for the next two storeys, and 13-1/2 inches for the rest of its height;
  - (b) if the wall exceeds 30 feet in length, it shall be 28-1/2 inches thick from the base for the height of two storeys and then 23-1/2 inches thick from the base for the height of two storeys and then 23 1/2 inches thick for the height of next storey then 13-1/2 inches of thick for the height the next two storeys; and then 14 thick for the rest of its height.
- (ix) height over 70 feet where the wall exceeds 70 feet in height it shall in each case be of such thickness as shall be specifically prescribed by the committee in that behalf.

Notwithstanding anything contained in the foregoing specification (i) to (ix) inclusive:—

- (a) every external wall, every wall abutting on an interior open space and every party wall of any storey which measured from the level of the floor of that storey to the level of the floor of the storey next above its, if any, exceeds 10 feet in height shall not be less than 13-1/2 inches in thickness;
- (b) any wall on the top storey may be 9 inches in thickness if on that storey it is less than 30 feet in length.

**Note.**—All the dimensions of masonry in these by-laws are exclusive of external and internal plaster.

**44. Responsibility for quality and workmanship.**—The person who undertakes the construction or re-erection of a building will be responsible that the materials used are sound of good quality and properly put together to

ensure safety. Responsibility for structural stability rests with the owner but the committee may call for information regarding these matters.

**45. Mud or thatched Building.**—A building consisting of mud thatched or other inflammable materials shall not be allowed except for special reasons.

**46. Definition of the word—"Repair"**

The word "repair" to buildings shall include the following works:—

- (i) white washing;
- (ii) plastering;
- (iii) filling in holes in the walls;
- (iv) paving;
- (v) re-roofing and renewal of roof beams;
- (vi) replacing fallen bricks, stone, beams etc;
- (vii) marking new interior windows, doors ways, door or renewing the same;
- (viii) repair to water supply and sanitary installation.

**47. Penalty for breach of the bye-laws.**—Any breach or any abetment of breach of any of the foregoing bye-laws will be punishable with a fine which may extend to fifty rupees, and when the breach is continuing breach with a further fine which may be extended to five rupees a day after the first during which the breach continues.

**48. (1)** Subject to the qualifications below no person shall use any building or premises in Municipal area as a place or business, commerce or industry or as a shop, godown or warehouse unless the building or premises in question was on the date when the bye-laws come to force in use or other purposes mentioned.

**(2)** Notwithstanding anything in the foregoing directions the Municipal Committee may, after giving previous notice of the proposal for a period of not less than two months to the owners or occupiers and adjoining properties and considering any objection which those owners and occupiers may prefer grant permission for the use of any building or premises as a place of business, commerce or industry or as a shop or godown or warehouse.

**49. (i)** No person shall use any subsidiary building constructed in the compound of a residential house for any purpose except for the residence of bona fide servants employed in the said house or storage of domestic effects of an occupier of the house or his servants.

**(ii)** Without prejudice to the generality of the proceeding prohibition no person shall give or take on hire any subsidiary building constructed in the compound of a residential house.

**50. Bye-Laws.**—To provide or refulate, require or prohibit the construction pattern of construction, maintenance and materials of boundary wall, hedges and fences within the limit of the Municipal Committee Shri Nana Devi Ji under the provision of sub-section (o) of the section 198 and section 213 of the Himachal Pradesh Municipal Act, 1968.

If any land or compound adjoining or abutting on any public road or street or upon any property vested in the committee is allowed to remain unwallled, unfenced or unhedged or if the walls, fences, or hedges of any such land or compound are allowed to be or remain out of repair, the committee may by notice in writing call upon the owner or occupier of such land or compound to provide or repair within such period as the committee may fix the boundary wall fence, hedge, as the case may be.

**51.** Where the owner or occupier is called on to provide wall, fence or hedge, the notice aforesaid shall specify the pattern of construction and materials of which such wall, fence and hedge shall be made or construction provided that the pattern to be specified shall not involve

unreasonable expense of construction having regard to the circumstances of each case.

**52.** Whereas under these bye-laws any act is required or authorised to be done or where a notice is required to be given by the committee, the same may be done or given on behalf of the committee by the Secretary.

**53.** Any person who fails to comply with a notice issued under bye-laws 51 and 52 shall be punishable with fine which may extend to fifty rupees and in case the breach is a continuing breach with a further fine which may extend to five rupees for every day during which the breach continues after the date of conviction.

**54. Directions for the disposal of Building applications for Kutcha houses and Huts in villages.**—(1) Whoever wants to construct a kutcha building or hut in a village shall send an application to the Secretary intimating his intention to do so.

**55.** Plans for the proposed structure shall then be prepared by the overseer on payment of Rs. 2 in the funds of the committee in advance. A surcharge of Rs. 2 shall be paid by the applicant till the cost of stationery come to prepare-rates".

**56.** Disposal of waste water shall be by soakpits or cistern until sewage system is available. The dry system latrines shall continue.

*Note.*—Bye-law 55 above shall not apply to pucca building which must conform to directions for the disposal of Building and Drainage Applications.

**57. Receipt and entry of building plans.**—Building and drainage plans shall be received in the Secretary's office and shall in addition to being entered in receipt register be entered by the overseer in the prescribed form maintained by him for the purpose.

Building plan.....	A stamp as per specimen given in the margin shall be affixed on the top of the application, and the number and date of the register noted in red ink.
No.....	
Dated.....	

Building and drainage plans shall be received in the Secretary's office.

**58. Scrutiny by overseer.**—The plans in the first instance be referred to the overseer under Secretary's signature. The overseer shall ascertain and make a report within weeks time if possible or within a fortnight at the most as to:—

- (a) Whether the land proposed to be built upon is Private, Government or Municipal land.
- (b) If the plans have been drawn in accordance with the building bye-laws and the proposed building with any of the provisions of the bye-laws.
- (c) Probable cost of the unauthorised work already carried out.

**59.** One set of plans shall soon after their receipt by the overseer be forwarded to the overseer W. W. for a report within two days whether the proposed constructions will be over any water pipe line.

**60. Scrutiny by S. I.**—The plan should be referred to the Sanitary Inspector for a report from the health point of view. He shall return the plans with his report within a week of the receipt thereof.

**61. Report regarding applications that must be placed before the ensuing meeting.**—The overseer shall report in writing to the Secretary at least a week before every meeting of the Sub-Committee/Committee concerned regarding building applications that must be placed before

the ensuing meeting of the Sub-Committee/Committee otherwise the two months limit shall have expired before the proceedings of the next Sub-Committee.

**62. Returning of plans.**—After the plans have been sanctioned with or without modifications, or rejected, one copy (mounted copy if one has been supplied) shall be kept in office after being endorsed with an appropriate stamp, as per specimen below and the other one returned to the endorser used in forwarding sanctioned plans is enclosed. The resolution rejecting plans shall be forwarded and delivered to the applicant the same day the proceedings of the Sub-Committee are confirmed. The overseer shall be responsible to see that it is invariably done:—

Rejected vide resolution No..... Dated.....

Secretary,  
Municipal Committee, Shri Naina Devi Ji,  
Bilaspur, (H. P.).

Sanctioned vide resolution No..... Dated.....

Secretary,  
Municipal Committee, Shri Naina Devi Ji,  
Bilaspur (H. P.).

**63. Rejected Plans.**—In case of rejected plans signature of the recipient shall, in addition to be in peon book, also be taken on the office copy of the endorser conveying the orders of the committee. Signature shall always be taken in ink.

**64. Supply of copy of resolution to overseer.**—A copy of the endorser (not the file) conveying the sanction to the plans shall be forwarded to the overseer. The overseer shall make any entry in prescribed form to watch the building operations from the record keeper, whenever necessary.

**65. Two months limit.**—The overseer shall be personally responsible to see the information regarding sanction or rejection of building applications is communicated to the applicant within two months of the receipt of the applications in this office.

**66. Incomplete Plans and Defective notice.**—In case specifications are not received with applications for the construction of building or the plans received incomplete the applicant shall at once be informed about it and specification form sent to him for completion. All application whether complete or incomplete, defective or not defective shall therefore go before the Committee for orders of sanction or rejection. The application or the plans will not be returned.

**67.** The plan shall not be got corrected after their submission in Committee's office. The remarks of the scrutinising officer shall be kept confidential until the ordinary meeting of the Committee which considers the plan is over.

**68. Deviations.**—The overseer shall on completion of the work state whether the construction work has been carried out in accordance with sanctioned plans or not. If the former, the date of filing the papers shall be noted.

**69. Lapse of sanctions.**—If building operations are not started within a year a note to that shall be made by the overseer on the file and the entry shall be endorsed by the Secretary.

**70. Unauthorised Constructions.**—The overseer or member of each ward shall maintain a register in respect of all structures begun, erected or re-erected with-

out sanction, without notice, or when a sanction has been refused or in contravention of any terms of any sanction granted or when the sanction has lapsed. The overseer shall be responsible to see that no delay takes place in dealing with such case anywhere and shall be personally responsible for safe custody of this register.

Schemes comprising the construction of water closers, latrines etc., shall, however, be referred to the overseer also for scrutiny and report with reference to building bye-laws and also with a view to report whether there is an encroachment on Government or Municipal land.

**71. Responsibility for Reporting Construction of Buildings.**—The sanitary staff is primarily responsible to report regarding the construction of buildings. All such reports are delivered direct to the overseer and not to the despatcher.

**72. Construction of Government Buildings.**—The plans are scrutinised by the Sanitary Inspector from public health point of view. They are not referred to the Committee.

**73. Scrutiny of Plans of Committees.**—Plans for committee's own buildings shall be referred to the Sanitary Inspector for his scrutiny.

**74. Directions for the Disposal of case governed by section 207, 207(a) and 235 of the Himachal Pradesh Municipal Act, 1968.**—(i) As soon as any employ of the Committee entrusted wholly or partly with out door work discovers that construction work has been or is about to be taken in hand, he shall make a report to the overseer in the attached form. The report shall be made over directly to the overseer the same day and his signature taken on the duplicate copy which shall remain with the reporter.

(ii) The overseer shall verify the same day if or not the work is unauthorised and shall if necessary make two separate reports to the Secretary the same day, one for action under section 207(2) of the Himachal Pradesh Municipal Act, 1968 and the other for action under section 207 of the Act. The notice under section 207(1) shall be submitted with the report.

(iii) The Secretary, to whom powers under section 207(a) of the Act are delegated will pass orders at once for the issue of the notice and shall sign the notice. The notice shall be delivered to the owner the same day, it is signed by the Secretary. The next day the Overseer shall resubmit papers to the Secretary with a report whether or not the notice has been complied with, in cases where the notice under section 207(2) has not been complied with the owners will be prosecuted under the orders of the Secretary. The Secretary may submit to the approval of the President at his discretion, make exceptions in special cases.

(iv) A notice under section 207 will be put up by the overseer to the Secretary for signature. The notice shall be delivered the same day it is signed by the Secretary. Time not exceeding 15 days should be allowed for the compliance of such notice.

(v) If a notice under section 207 of the Act is not complied within the time allowed, a notice under section 235 of the Act shall be issued



with the sanction of the President. In case of non compliance of the notice under section 235 the unauthorised building shall, under the orders of the Secretary demolished through the agency of the Committee and the owner may also be prosecuted under the orders of the Secretary for non-compliance of the notices issued under section 207 and 235.

(vi) After an unauthorised structure has been demolished through the agency of the Committee, the overseer shall make a separate report regarding the cost incurred by the Committee in executing the work. The cost shall be recovered from the owner under section 207 of the Act. A demand shall be entered under a separate head in the miscellaneous demand and collection register maintained by the accountant. For ready reference a note regarding the demand shall also be made by the overseer in the remarks column of the register of un-authorised structures maintained by him. Both the overseer and the accountant shall be responsible to see that each demand is entered in the demand and collection register and proper timely action is taken for its recovery.

(vii) In case plans are received before the expiry of the notice issued under section 207 it shall be discretionary with Secretary taking into consideration the circumstances of the case, whether to proceed further under section 235 or to stay further proceedings until orders on the plan have been passed by the committee. No such plans will be sanctioned by the committee without charging a penalty not exceeding 10 per cent of the cost of the unauthorised construction made. The Secretary will not be bound to stay further proceedings, in order to allow time to the owner to submit revised plans.

#### APPENDIX I

To  
The Secretary,  
Municipal Committee, Shri Naina Devi Ji.  
Sir,

I/We beg to give you notice that I/we intend to erect/re-erect a building in.....road/street. In accordance with the provisions of the H. P. M. A., 1968 and the building bye-laws made thereunder, forward herewith plans in triplicate of the site and building and complete elevation sections and specifications of the work.

*Signature of the owner.*

Name and address (In block letters).....  
(to be filled in by the committee's office)  
Date of receipt of an application.....  
Date of issue of committee's order.....

#### APPENDIX IA

1. Total compound area.....sft.
2. Total built area.....existing.....sft.  
Proposed.....sft.  
Total.....sft.
3. Description of material to be used in the construction work:  
Wall.....  
Floors.....  
Roofs.....
4. Foundations .....  
width.....ft. depth.....ft.  
Wt. of superstructure per sq. ft.....tons.

5. Height .....  
Ground floor.....1st floor.....  
2nd floor.....  
Main rooms.....ft. Bath room and W. Cs. etc.....ft.  
Mezanine floor.....ft. Verandahs.....ft.
6. Latrines or W. Cs.  
Floor will be of.....3ft. height, dado will be of.....
7. Distance of the proposed building in the same compound.....Building in the neighbouring compound.  
Centre of roads on which it abuts.....  
Committee's nearest drain.....  
Stables.....
8. Stables.....  
Floor area of the stable.....sft.  
No. of the cattle to be accommodated.....
9. Stairs:  
Width of stairs.....ft.  
Width of tread.....inches.  
Height of the rise.....inches.

*Signature of the Applicant.*

Dated.....

*Municipal Committee,  
Shri Naina Devi Ji.*

#### REPORT REGARDING COMMENCEMENT OF BUILDINGS

- (1) Probable date of commencement of the work.....
- (2) Date when detected.....
- (3) Locality.....
- (4) Description of construction taken in hand.....
- (5) Name and address of the owner.....
- (6) Name and address of the occupier.....
- (7) Time and date when the report is delivered to the overseer.....

*Signature, Designation.*

- (8) Details of action taken by the overseer.

*Overseer.*

By order,

**P. K. MATTOO,**  
*Secretary.*

#### PANCHAYATI RAJ DEPARTMENT

#### CORRIGENDUM

*Simla-4, the 5th September, 1973*

No. 15-19/65-Panch.—The No. and date of the communication viz. "15-20/65-Panch, dated the 4th August, 1972" as appearing in the last two lines of this Department notification of even number, dated 6th August, 1973, may be read as "1-10/71-Panch, dated the 1st September, 1972".

*Sd/-  
Joint Secretary.*

## भाग 5—वैयक्तिक अधिसूचनाएं और विज्ञापन

(PROCLAMATION UNDER ORDER 5, RULE 20, C. P. C.)

In the Court of Shri R. K. Dharmani, Sub-Judge 1st Class Una

Amin Chand versus Gram Sabha

CIVIL SUIT No. 590/69, 83 of 1971

Suit for declaration.

Versus

रोगन सिंह, 2. रतन सिंह पुत्रान उद्यम सिंह, 3. संत राम  
सुपुत्र खजाना राम, कौम राजपूत, साकना सिद्ध चलेहड़, याना अम्ब,  
तहसील ऊन्ना, जिला ऊन्ना

मुदालयान ।

Whereas in the above noted case the process was issued for several hearings requiring the appearance of the above noted defendants. But from the report of the process-servers, it has been found that you are evading the service of the process. I have been satisfied that service of process can not be effected through normal course. Hence this proclamation is hereby issued to appear in this court on 29-9-73 at 10 A.M., personally or through an authorised agent. Failing which *ex parte* proceedings will be taken against you.

Given under my hand and the seal of the court this day of 4th September, 1973.

R. K. DHARMANI,

Sub-Judge, 1st Class Una.

Seal.

HIMACHAL PRADESH STATE ELECTRICITY BOARD  
(FINANCE & WORKS SECTION)

## NOTICE

Simla, the 8th August, 1973

No. 1/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act, 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

(a) *Name of the Scheme.*—Extension of rural electrification in 216 villages of Sirmur district of Himachal Pradesh.

(b) *Brief description and its scope.*—Sirmur district is located in the South Eastern part of the Himachal Pradesh bordering with States of U.P. and Haryana. The Scheme provides for electrification of 216 villages and energisation of 110 No. pump sets besides connections the other industries and general consumers in the District of Sirmur. Salient features of the scheme are as under :—

- |  |                |
|--|----------------|
| (i) Number of villages to be electrified           | 216 Nos.       |
| (ii) Length of H. T. & L.T. Lines to be erected :— | 216 Nos.       |
| 11 KV H.T. Line                                    | 73.75 Km       |
| 22 KV H.T. Line                                    | 11.00 Km       |
| 3 Phase L.T. Line                                  | 132.75 Km      |
| Single phase L.T. Line                             | 107 Km         |
| (iii) No. of Distribution Transformers             | 100 KVA-Nos.   |
|  | 400 KVA-1 No.  |
|  | 200 KVA-3 Nos. |
|  | 63 KVA-38 Nos. |
|  | 25 KVA-19 Nos. |
| (iv) No. of Domestic connections                   | 5158           |
| (v) No. of Commercial connections                  | 532            |

(vi) No of L.T. Industrial connections 70

(viii) No. of Agro Industrial connections 78

(viii) No. of Agriculture pumpsets to be energised. 110 Nos.

(2) The Estimated capital expenditure of the Scheme is Rs. 40.253 lakhs.

(3) For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transformation of telegraphic or telephonic communications, necessary for the purpose of the scheme the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers which the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions of section 12 to 16 and 18 to 19 of the India Electricity Act, 1910.

Simla the 8th August, 1973

No. 2/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act, 1948 the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

*Name of the Scheme.*—Extension of rural electrification in 60 groups of villages in parts of Mandi district.

*Brief description and its scope.*—The Scheme provides for the extension of electricity to 60 villages in parts of District of Mandi. Salient features of the scheme are described below :

- |   |             |
|---|-------------|
| (i) Agricultural pumpsets                   | 22 Nos.     |
| (ii) Domestic and Commercial Consumers.     | 16,700 Nos. |
| (iii) Agro and College Industrial Consumers | 83 Nos.     |
| (iv) 22 KV Line                             | 23.65 km    |
| (v) 11 KV Line                              | 50.25 km    |
| (vi) 3 Phase L.T. Line                      | 45.5 km     |
| (vii) Single phase L.T. Line                | 74 km       |
| (viii) 22 KVA/22 KV Transformers            | 15 Nos.     |
| (ix) 63 KVA/22 KV Transformers              | 8 Nos.      |
| (x) 100 KVA/22 KV Transformers              | 1 Nos.      |
| (xi) 25 KVA/22 KV Transformers              | 19 Nos.     |
| (xii) 63 KVA/11KV Transformers.             | 9 Nos.      |

(2) The estimated capital expenditure of the scheme is Rs. 28.66 lakhs.

(3) For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity for the transmission of telegraphic or telephonic communication necessary for the purposes of the scheme, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948 have and shall exercise all the powers which the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraphs established or maintained and shall not be bound by the provisions of sections 12 to 16 and 18 to 19 of the Indian Electricity, Act. 191.

Simla, the 8th August, 1973

No. 3/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act 1948, the Himachal Pradesh State



Electricity Board is pleased to sanction the following scheme:—

**Name of the Scheme.**—Extension of Rural Electrification in 56 villages of Una Tehsil.

**Brief Description and its scope.**—The Scheme provides of electrification of 56 villages in Una Tehsil of Himachal Pradesh. The Salient features of the scheme are as under :—

- (a) Length of lines:
- |                              |          |
|------------------------------|----------|
| (i) 11 KV H.T. Line          | 46.60 km |
| (ii) 3 Phase L.T. Line       | 42.00 km |
| (iii) Single Phase L.T. Line | 78.60 km |
- (b) No. of Transformers:
- |              |         |
|--------------|---------|
| (i) 100 KVA  | 2 Nos.  |
| (ii) 63 KVA  | 25 Nos. |
| (iii) 25 KVA | 15 Nos. |
- (c) No. of connections:
- |                                      |      |
|--------------------------------------|------|
| (i) Domestic/commercial              | 7300 |
| (ii) L.T. Industrial/Agro Industrial | 87   |
| (iii) Agriculture pumpsets           | 131  |

2. The estimated capital expenditure of the scheme is Rs. 28.97 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission & distribution of electricity or for the transmission of telegraphic or telephonic communications necessary for the purpose of the scheme, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act 1948, have and shall exercise all the powers which the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions of sections 12 to 16 and 18 to 19 of the Indian Electricity Act 1910.

*Simla, the 8th August, 1973*

**No. 4/HPSEB/23-24/73.**—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

**Name of the Scheme.**—Extension of rural electrification in 211 villages of Dehra Tehsil of Himachal Pradesh.

**Brief description and its scope.**—The Scheme provides for electrification of 211 villages of Dehra Tehsil of H. P. The Salient features of the scheme are described below:—

- (a) Length of Line
- |                 |        |
|-----------------|--------|
| (i) H.T. Lines  | 102 km |
| (ii) L.T. Lines | 185 km |
- (b) No. of proposed distribution Transformers:—
- |               |         |
|---------------|---------|
| (i) 100 KVA   | 2 Nos.  |
| (ii) 63 KVA   | 32 Nos. |
| (iii) 25 KVA  | 9 Nos.  |
| (iv) 20.0 NVA | 1 No.   |
- (c) No. of connections:—
- |                                       |      |
|---------------------------------------|------|
| (i) Domestic                          | 6000 |
| (ii) Commercial                       | 750  |
| (iii) L.T. Industrial/Agro Industrial | 105  |

(2) The estimated capital expenditure of the scheme is Rs. 38.725 lakhs.

(3) For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of telegraphic or telephonic communications, necessary for the

purposes of the schemes, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions of the sections 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

*Simla, the 8th August, 1973*

**No. 5/HPSEB/23-24/73.**—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following schemes:—

**Name of the Scheme.**—Extension of rural electrification in 319 villages of Mahasu area of Himachal Pradesh.

**Brief description and its scope.**—The Scheme provides for the extension of electricity to 319 villages of Upper Mahasu area of Himachal Pradesh. The Salient features described below:—

- (a) Length of lines:
- |                             |           |
|-----------------------------|-----------|
| (i) H.T. Line               | 156.80 km |
| (ii) L.T. Line Single Phase | 199 km    |
| (iii) L.T. Line three Phase | 45 km     |
- (b) No. of distribution transformers:
- |              |         |
|--------------|---------|
| (i) 100 KVA  | 1 No.   |
| (ii) 63 KVA  | 23 Nos. |
| (iii) 25 KVA | 29 Nos. |
- (c) No. of connections:
- |                                       |      |
|---------------------------------------|------|
| (i) Domestic                          | 6170 |
| (ii) Commercial                       | 625  |
| (iii) L.T. Industrial/Agro-industrial | 90   |
| (iv) Agricultural pumpsets            | 4    |

2. The estimated capital expenditure of the scheme is Rs. 45.735 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of telegraphic communication, necessary purposes of the scheme, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers, which the telegraph authority possesses under part III of the Indian Telegraph Act 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions of the sections 12 to 16 & 18 to 19 of the Indian Electricity Act 1910.

*Simla, the 8th August, 1973*

**No. 6/HPSEB/23-24/73.**—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act, 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

(a) **Name of Scheme.**—Extension of rural electrification in 381 villages in Hamirpur Tehsil of Himachal Pradesh.

(b) **Brief description and its scope.**—This scheme provides for the extension of electricity to 381 villages of Hamirpur Tehsil. Its Salient features are described below:—

- (a) Length of lines:—
- |                         |           |
|-------------------------|-----------|
| (i) 11 KV HT lines      | 132.20 km |
| (ii) 3 Phase L.T. Line  | 110.00 km |
| (iii) 1 Phase L.T. Line | 157 km    |

- (b) No. of Sub-Stations:
- |                       |         |
|-----------------------|---------|
| (i) 63 KVA 11/4 KV    | 52 Nos. |
| (ii) 25 KVA 11/4 KV   | 7 Nos.  |
| (iii) 100 KVA 11/4 KV | 6 Nos.  |

- (c) No. of connections:
- |                                    |       |
|------------------------------------|-------|
| (i) Domestic                       | 13780 |
| (ii) Commercial                    | 1490  |
| (iii) Street light points          | 290   |
| (iv) Agro Industrial connections.  | 135   |
| (v) Pum sets                       | 126   |
| (vi) Drinking Water Supply Scheme. | 3     |

2. The estimated capital expenditure of the scheme is Rs. 53.870 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of telegraphic or telephonic communications necessary for the purposes of the schemes, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act 1948, have and shall exercise all the powers, which the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions of sections 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

*Simla, the 8th August, 1973*

No. 7/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

(a) *Name of the Scheme.*—Extension of rural electrification in 345 villages in Palampur Tehsil of Kangra district of Himachal Pradesh.

(b) *Brief description and its scope.*—The Scheme provides for the extension of electricity to 225 villages of Palampur Tehsil of District Kangra and 120 connections from existing sub-stations to new consumers in already electrified villages. Salient features of the scheme are described below:—

- (a) Length of Lines:—
- |                         |           |
|-------------------------|-----------|
| (i) H.T. Lines          | 137.75 km |
| (ii) 3 Phase L.T. Lines | 66.90 km  |
| (iii) 1 Phase L.T. Line | 270.20 km |
- (b) No. of proposed distribution transformers:—
- |              |         |
|--------------|---------|
| (i) 100 KVA  | 1 No.   |
| (ii) 63 KVA  | 7 Nos.  |
| (iii) 25 KVA | 53 Nos. |
| (iv) 200 KVA | 4 Nos.  |
| (v) 300 KVA  | 1 Nos.  |

- (c) No. of connections:—
- |                         |      |
|-------------------------|------|
| (i) Domestic            | 9397 |
| (ii) Commercial         | 796  |
| (iii) L.T. Industrial   | 132  |
| (iv) Agro-Industrial    | 12   |
| (v) Street Light Powers | 125. |

2. The estimated capital expenditure of the scheme is Rs. 57.084 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of Telegraphic or Telephonic communications necessary for the purpose of the scheme the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers, which

the telegraph authority possesses under part III of the Indian Telegraph Act 1885 (13 of 1885) with regard to a Telegraph established or maintained and shall not be bound by the provisions of section 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

*Simla, the 8th August, 1973*

No. 8/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following schemes:—

(a) *Name of the Scheme.*—Extension of rural electrification in 276 villages in Nurpur Tehsil of Kangra district in Himachal Pradesh.

(b) *Brief description and its scope.*—The scheme provides for the extension of electricity to 276 villages of Nurpur Tehsil of Kangra district and extension and connections from 51 existing sub-stations to additional consumers. The Salient features of the scheme are described below:—

- (I) Length of lines:
- |                              |           |
|------------------------------|-----------|
| (i) H.T. Lines               | 109.90 km |
| (ii) L.T. Lines single Phase | 116.2 km  |
| (iii) L.T. Lines three Phase | 99km      |
- (II) No. of distribution transformers:
- |              |         |
|--------------|---------|
| (i) 100 KVA  | 6 Nos.  |
| (ii) 63 KVA  | 21 Nos. |
| (iii) 25 KVA | 22 Nos. |

- (III) Nos. of connections:
- |                                       |      |
|---------------------------------------|------|
| (i) Domestic                          | 7060 |
| (ii) Commercial                       | 775  |
| (iii) L.T. Industrial/Agro Industrial | 95   |
| (iv) Agriculture Pumpsets             | 135. |

2. The estimated capital expenditure of the scheme is Rs. 46.601 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of Telegraphic or Telephonic communications, necessary for the purpose of the scheme, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948 have and shall exercise all the powers the Telegraph authority possesses under part II of Indian Telegraph Act 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound the provisions of sections 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

*Simla, the 8th August, 1973*

No. 9/HPSEB/23-24/73.—In exercise of the powers conferred by sub-section (2) of section 29 of the Electricity (Supply) Act, 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:—

(a) *Name of scheme.*—Extension of rural electrification in 42 villages in Kulu Tehsil of Kulu district in Himachal Pradesh.

(b) *Brief description and its scope.*—The scheme provides for the extension of electricity to 42 revenue villages which comprise of 347 sub-villages in Kulu Tehsil of District Kulu. Provision has also been made for supplying electricity to new consumers from existing sub-stations. The salient features of the scheme are described below:—

- (I) Length of Lines:
- |                               |            |
|-------------------------------|------------|
| (i) H.T. Line                 | 157.5 km   |
| (ii) L.T. Lines 3 phase       | 94 km      |
| (iii) L.T. Lines single Phase | 191.25. km |

(II) No. of distribution transformers:

(i) 100 KVA-11/4 KV	1
(ii) 63 KVA-11/4 KV	28
(iii) 63 KVA-22/4 KV	1
(iv) 25 KVA-11/4 KV	21
(v) 22 KVA-22/4 KV	17

(III) No. of connections:

(i) Domestic	6138
(ii) Commercial	100
(iii) L.T. Industrial	75
(iv) Agricultural Pumps	7

2. The estimated capital expenditure of the scheme is Rs. 53.528 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of Telegraphic or Telephonic communications necessary for the purpose of the scheme, the Board shall accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers, which the telegraph authority possesses under part III of the Indian Telegraph Act, 1885 (13 of 1885) with regard to a telegraph established or maintained and shall not be bound by the provisions or sections 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

Simla, the 8th August, 1973

No. 10/ HPSEB/23-24/73.—In exercise of the powers conferred by the sub-section (2) of section 29 of the Electricity (Supply) Act, 1948, the Himachal Pradesh State Electricity Board is pleased to sanction the following scheme:

(a) Name of the scheme.—Extension of rural electrification in 373 new villages and 129 already electrified villages in Kangra Tehsil of Kangra district.

(b) Brief description and its scope.—The scheme provides of extension of electricity to 273 new villages and 129 already electrified villages in Kangra tehsil of District Kangra in Himachal Pradesh Salient features of the scheme are described below:—

(I) Length of line:

(i) H.T. Lines	140.00 Kms.
(ii) 3 Phase L.T. Lines	67.00 km.
(iii) 1 Phase L.T. Line	265.00 kms.

(II) No. of distribution transformers:

(i) 500 KVA-33/11 KV	1 No.
(ii) 100 KVA	1 No.
(iii) 63 KVA	24 Nos.
(iv) 25 KVA	38 Nos.

(III) No. of connections:—

(i) Domestic	8831 Nos.
(ii) Commercial	934 Nos.
(iii) Street light parts	260 Nos.
(iv) L.T. Industrial/Agro Industrial	144 Nos.
(v) Agricultural Pumps	18 Nos.

2. The estimated capital expenditure of the scheme is Rs. 59.723 lakhs.

3. For placing of wires, poles, wall brackets, stays, apparatus and appliances for the transmission and distribution of electricity or for the transmission of Telegraph or Telephone communications, necessary for the purpose of the scheme, the Board shall in accordance with the provisions of section 42 of the Electricity (Supply) Act, 1948, have and shall exercise all the powers which the telegraph authority possesses under part III of the India the Telegraph Act, 1885 (13 of 1885) with regard

to a telegraph established or maintained and shall not be bound by the provisions of sections 12 to 16 and 18 to 19 of the Indian Electricity Act, 1910.

SURENDER LAL,  
(S. L. DUGGAL),  
Officer On Special Duty,  
H. P. State Electricity Board,  
Simla-4.

हिमाचल राज्य बिजली बोर्ड

अधिमूचनायें

सिमला, 8 अगस्त, 1973

मं० 1/हि० बि० बो०/23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उपधारा 2 प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय योजना की स्वीकृति दे दी है।

(क) परियोजना का नाम :

हिमाचल प्रदेश के सिरमौर जिला के 216 ग्रामों में ग्राम्य विद्युतिकरण योजना:—

(ख) संक्षिप्त व्याख्या तथा इस का महत्व:—

सिरमौर जिला हिमाचल प्रदेश के दक्षिण पूर्वी भाग में स्थित है, जिसकी सीमाएं उत्तर प्रदेश और हरियाणा प्रान्त से लगती हैं। परियोजना अनुसार सिरमौर जिला के 216 ग्रामों में विद्युतिकरण तथा 110 नलकूपों का विद्युतिकरण और इसके अतिरिक्त अन्य उद्योगों और घरेलू उपभोक्ताओं को बीजली के कनेक्शन भी दिए गए हैं। परियोजना के उभरे बिन्दु निम्न हैं:

- ग्रामों विद्युतिकरण की संख्या .. 216
- एच० टी० और एल० टी० लाइनों की लम्बाई .. 11 के० बी० एल० टी० .. 73. 75 के० डब्ल्यू ।
- विद्युत वितरण ट्रांसफार्मरों की संख्या .. 100 के बी० ए०-7 400 " " = 1 200 " " = 3 63 " " = 38 25 " " = 19
- घरेलू बीजली कनेक्शनों की संख्या .. 5158
- व्यापारिक कनेक्शनों की संख्या .. 532
- लघु उद्योगिक बिजली कनेक्शनों की संख्या .. 70
- सिंचाई उद्योगिक कनेक्शनों की संख्या .. 78
- सिंचाई हेतु लगाए जाने वाले नलकूपों की संख्या .. 110

(2) परियोजना पर होने वाले अनुमानित व्यय की राशि रु० 40.253 लाख।

(3) इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य जैसे तारों का बिस्तार, खम्बे व उनके आधार के लिए तारें लगाना, विद्युति यन्त्रों का बिस्तार, तार व दूरभाष यन्त्रों का बिस्तार वा अन्य कार्य, विद्युत (प्रदाय) अधिनियम, 1948 के अन्तर्गत किए जाएंगे और हिमाचल राज्य बिजली बोर्ड तार व दूरभाष व्यवस्था बनाए रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा कि तार व दूर भाष अधिनियम, 1885 (धारा 13) के तृतीय भाग के अन्तर्गत तार विभाग

को प्राप्त है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

सं० 2/हि० प्र० बि० बो०/23-24/73-विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उपधारा 2 की प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय परियोजना की स्वीकृति दे दी है:—

(क) परियोजना का नाम:—

हिमाचल प्रदेश के मण्डी कांगड़ा तथा विलासपुर जिलों के भागों के 60 स्मूहों में ग्राम्य विद्युतिकरण योजना।

(ख) संक्षिप्त व्याख्या तथा इस का महत्व:—

परियोजना के अधीन हिमाचल प्रदेश के मण्डी जिला के भागों के ग्रामों के 60 स्मूहों का ग्राम्य विद्युतिकरण किया जाएगा। परियोजना के उभरे चिन्ह निम्न अंकित हैं:

1. सिंचाई हेतु लगाए जाने वाले नल कूपों की संख्या -22
2. घरेलू तथा व्यापारिक कनेक्शनों की संख्या -16,700
3. सिंचाई उद्योगिक कनेक्शनों की संख्या -83
4. 22 के० वी० लाइनों की लम्बाई -23.65 कि० मी०
5. 11 के० वी० लाइनों की लम्बाई -50.25 कि० मी०
6. 3 फेज (3 Phase) एल० टी० लाइनों की लम्बाई -45.5 कि० मी०
7. 1 फेज (Single Phase) एल० टी० लाइनों की लम्बाई -74 कि० मी०
8. 22 के० वी० 4/22 के० वी० ट्रांसफार्मरों की संख्या -15
9. 63 के० वी० ए०/22 के० वी० ट्रांसफार्मरों की संख्या -8
9. 100 के० वी० ए०/22 के० वी० ट्रांसफार्मरों की संख्या -1
10. 25 के० वी० ए०/11 के० वी० ट्रांसफार्मरों की संख्या -19
11. 63 के० वी० ए०/11 के० वी० ट्रांसफार्मरों की संख्या -9
12. परियोजना पर होने वाले अनुमानित व्यय की राशि -28.66 लाख रुपये।

3. इस परियोजना के अन्तर्गत, विद्युत, प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य जैसे तारों का विस्तार खम्बे व उन के आधार के लिए तारें लगाना, विद्युत यन्त्रों का विस्तार तार व दूरभाष यन्त्रों का विस्तार व यन्त्र कार्य, विद्युत (प्रदाय) अधिनियम, 1948 की धारा 42 के अन्तर्गत किये जायेंगे और हिमाचल राज्य बिजली बोर्ड तार व दूर भाष व्यवस्था बनाये रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा जोकि तार व दूरभाष अधिनियम, 1885 (धारा) 13 के तृतीय भाग के अन्तर्गत तार विभाग के अधिकारियों के प्राप्त है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इस में बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

सं० 3/हि० प्र० बि० बो०/23-24/73-विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उपधारा 2 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय योजना की स्वीकृति दे दी है:—

(क) परियोजना का नाम:—

ऊना तहसील के 56 ग्रामों में ग्राम्य विद्युतिकरण करने की व्यवस्था है।

(ख) संक्षिप्त व्याख्या तथा इसका महत्व:—

इस योजना के अन्तर्गत ऊना तहसील, (हिमाचल प्रदेश) के 56 ग्रामों को बिजली दी जाएगी। इस परियोजना की विशेषतायें निम्नलिखित हैं:

(ग) लाइनों की लम्बाई:—

1. 11 के० वी० एच० टी० लाइन - 46.60 कि० मी०
2. 3 फेज एल० टी० लाइन - 42.00 " "
3. एक फेज एल० टी० लाइन - 78.00 " "

(घ) विद्युत परिक्षक यन्त्रों की संख्या:

1. 100 के० वी० ए० - 2 " "
2. 63 के० वी० ए० - 24 " "
3. 25 के० वी० ए० - 15 " "

(ङ) कनेक्शनों की संख्या ;

1. घरेलू/व्यापारिक - 7,300
2. एल टी० उद्योग/कृषि उद्योगिक - 87
3. कृषि नलकूप - 131

2. परियोजना पर होने वाले

अनुमानित व्यय की राशि -28.97 लाख रुपये।

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य जैसे तारों का विस्तार, खम्बे व उन के आधार के लिए तारें लगाना, विद्युत यन्त्रों का विस्तार, तार व दूरभाष विस्तार व अन्य कार्य, विद्युत (प्रदाय) अधिनियम, 1948 (धारा 42) के अन्तर्गत किए जाएंगे। और हिमाचल राज्य बिजली बोर्ड तार व दूर भाष व्यवस्था बनाए रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा जोकि तार व दूर भाष अधिनियम, 1885 के तृतीय भाग (धारा 13) के अन्तर्गत आती है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 और 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

संख्या-4/हि० प्र० बि० बो०/23-24/73-विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उपधारा 2 की प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय परियोजना की स्वीकृति दे दी है:—

(क) परियोजना का नाम:—

हिमाचल प्रदेश के तहसील देहरा (जिला कांगड़ा) के 212 ग्रामों में विद्युतिकरण करने की व्यवस्था है।

(ख) संक्षिप्त व्याख्या तथा इसका महत्व:—

यह योजना तहसील देहरा (जिला कांगड़ा) के 212 ग्रामों का विद्युतिकरण करने के लिए बनाई गई है। इस योजना की

विशेषताएं निम्नलिखित हैं:—

(ग) लाइनों की लम्बाई:

- (1) एच० टी० लाइनें . . . 102 कि० मी
- (2) एल० टी० लाइनें . . . 185 कि० मी 0

(घ) अनुमानित विद्युत परीक्षक यन्त्रों की संख्या:

- (1) 100 के० पी० ए० . . . 2
- (2) 63 के० वी० ए० . . . 32
- (3) 25 के० वी० ए० . . . 9
- (4) 200 के० वी० ए० . . . 1

(ङ) विजली कनेक्शनों की संख्या:

- (1) घरेलू . . . 6,000
- (2) व्यापारिक . . . 750
- (3) लघु उद्योग/कृषि उद्योग . . . 105

2. परियोजना पर होने वाले अनुमानित

व्यय की राशि . . . 38.725 लाख रुपये।

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य से-तारों के विस्तार, खम्बे व उनके आधार के लिए तारें लगाना, विद्युत यन्त्रों का विस्तार, तार व दूरभाष यन्त्रों का विस्तार व अन्य कार्य, विद्युत (प्रदाय) अधिनियम, 1948 (धारा 42) के अन्तर्गत किये जाएंगे। और हिमाचल विजली बोर्ड, तार व दूरभाष व्यवस्था बनाए रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा जोकि तार व दूरभाष अधिनियम, 1885 के तृतीय भाग (धारा 13) के अन्तर्गत आती है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 और 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

संख्या 5/हि० वि० वो०/23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 के धारा 29 की उप-धारा 2 प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय योजना को स्वीकृति दे दी है:—

(क) परियोजना का नाम:—

महासू क्षेत्र (हिमाचल प्रदेश) के 319 ग्रामों में विद्युतिकरण।

(ख) संक्षिप्त व्याख्या तथा इस का महत्व:

इस परियोजना के अन्तर्गत महासू क्षेत्र के ऊपरी भाग (हिमाचल प्रदेश के अन्तर्गत 319 ग्रामों का विद्युतिकरण करने की व्यवस्था है। इस परियोजना की मुख्य विशेषताएं निम्नलिखित हैं:—

(ग) लाइनों की लम्बाई:—

- (1) एच० टी० लाइनें . . . 156.80 कि० मी०
- (2) एल० टी० लाइनें . . . 199.00 कि० मी०
- (3) एल० टी० तीन फेज लाइनें . . . 45.00 कि० मी०

(घ) विद्युत परीक्षक यन्त्रों की संख्या:—

- (1) 100 के० वी० ए० . . . 1
- (2) 63 के० वी० ए० . . . 23
- (3) 25 के० वी० ए० . . . 29

(ङ) कनेक्शनों की संख्या:—

- (1) घरेलू . . . 6,170
- (2) व्यापारिक . . . 625
- (3) एल० टी० उद्योगिक/कार्य उद्योगिक . . . 90
- (4) कृषि नलकूप . . . 4

(2) परियोजना पर होने वाले अनु-

मानित व्यय की राशि . . . 45.735 लाख रुपये

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य, जैसे तारों का विस्तार, खम्बे व उनके आधार के लिए, तारें लगाना, विद्युत यन्त्रों का वितार, तार व दूरभाष यन्त्रों का विस्तार व अन्य कार्य, विद्युत (प्रदाय) अधिनियम, 1948 (धारा 42) के अन्तर्गत किये जाएंगे। और हिमाचल राज्य विजली बोर्ड, तार व दूरभाष व्यवस्था बनाए रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा जो कि तार व दूरभाष अधिनियम, 1885 का तृतीय भाग (धारा 13) के अन्तर्गत आता है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 और 18 से 19 में बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

संख्या 6/हि० वि० वो०/23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उप-धारा 2 प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय परियोजनाओं को स्वीकृति दे दी है:—

(क) परियोजना का नाम:—

हमीरपुर तहसील (हिमाचल प्रदेश) 381 ग्रामों में विद्युतिकरण।

(ख) संक्षिप्त व्याख्या तथा इसका महत्व:—

इस परियोजना के अन्तर्गत हमीरपुर तहसील (हिमाचल प्रदेश) के 381 का विद्युतिकरण करने की व्यवस्था है। इस परियोजना की मुख्य विशेषतायें निम्नलिखित हैं।

(ग) लाइनों की लम्बाई:—

- (1) 11 के० वी० एच० टी० लाइनें . . . 132.20 कि० मी०
- (2) 3 फेज एल० टी० लाइनें . . . 100.00 कि० मी०
- (3) एक फेज एल० टी० लाइनें . . . 157.00 कि० मी०

(घ) सब-स्टेशनों की संख्या:—

- (1) 63 के० वी० ए० 11/4 के० वी० . . . 52
- (2) 25 के० वी० ए० 11/4 के० वी० . . . 7
- (3) 100 के० वी० ए० 11/4 के० वी० . . . 6

(ङ) कनेक्शनों की संख्या:—

- (1) घरेलू . . . 13,780
- (2) व्यापारिक . . . 1,490
- (3) सार्वजनिक प्रकाश हेतु . . . 290
- (4) कृषि उद्योगिक . . . 135
- (5) कृषि नलकूप . . . 126
- (6) पेयजल परियोजना . . . 3

## 2. परियोजना पर होने वाले अनु-

मानित व्यय की राशि ... 53.860 लाख रुपये।

(iv) 200 के 0वी0 ए0...4

(v) 300 के 0वी0 ए0...1

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण वितरण के लिए प्रत्येक कार्य जैसे तारों का विस्तार, खम्बे व उनके आधार के लिए तारें लगाना विद्युत यन्त्रों का विस्तार, तार व दूर भाप यन्त्रों का विस्तार तार व दूर भाप यन्त्रों का विस्तार व अन्य कार्य विद्युत (प्रदाय) अधिनियम 1948, (धारा 42) के अन्तर्गत किये जायेंगे। और हिमाचल राज्य बिजली बोर्ड, तार व दूरभाष व्यवस्था बनाये रखने के लिए उन सब प्रदत्त शक्तियों का प्रयोग करेगा जो कि तार व दूर भाप अधिनियम, 1885 के तृतीय भाग (धारा 13) के अन्तर्गत आती है और भारतीय विद्युत अधिनियम 1910 की धारा 12 में 16 और 18 से 19 इसमें बाध्य नहीं होगी।

## 3. बिजली कनेक्शनों की संख्या

(i) घरेलू ... 9,397

(ii) व्यापारिक ... 796

(iii) लघु उद्योगिक ... 132

(iv) सिंचाई उद्योगिक ... 12

सार्वजनिक प्रकाशन

हेतु। ... 125

परियोजना पर होने वाले अनुमानित व्यय की राशि ... 57.084 रुपये।

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण के लिए प्रत्येक आवश्यक कार्य जैसे तारों का विस्तार, खम्बे व उनके आधार के लिए तारें लगाना, विद्युत यन्त्रों का विस्तार, तार व दूर भाप यन्त्रों का विस्तार व अन्य बिजली बोर्ड तार व दूर भाष व्यवस्था बनाए रखने के लिए उन सब प्रदाय शक्तियों का प्रयोग करेगा जो कि तार व दूर भाष अधिनियम, 1885 के तृतीय भाग (धारा 13) के अन्तर्गत तार विभाग के अधिकारियों को प्राप्त है और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

सं0 7/हि0बि0 बो0-23-24/73.—विद्युत (प्रदाय) अधिनियम 1948 की धारा 29 की उपधारा 2 की प्रदत्त शक्तियों का प्रयोग करने हुए हिमाचल राज्य बिजली बोर्ड ने निम्नलिखित विद्युत प्रदाय परियोजना की स्वीकृति दे दी है:—

(क) परियोजना का नाम हिमाचल प्रदेश के कांगड़ा जिला की पालमपुर तहसील के 345 ग्राम विद्युतकरण करने की व्यवस्था है।

(ख) संक्षिप्त व्यवस्था तथा इसका महत्व। यह परियोजना तहसील पालमपुर (जिला कांगड़ा के 235 ग्रामों का विद्युतकरण करने के लिए तथा 120 कनेक्शन स्थापित सब-स्टेशनों से नये उपभोक्ताओं को ऐसे ग्रामों में देने के लिए जिन का विद्युतकरण पहले हो गया है व लाई गई है। इस परियोजना के उभरे चिन्ह निम्नलिखित है:—

शिमला, 8 अगस्त, 1973

सं0 8/हि0प्रा0बि0बो0/23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उप-धारा 2 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य विद्युत बोर्ड निम्नलिखित योजना को स्वीकृति देते हुए हर्ष प्रकट करती है:—

## (क) योजना का नाम

जिला कांगड़ा की नूरपुर तहसील में 276 ग्रामों का विद्युतकरण करने की परियोजना।

## (ख) संक्षिप्त व्याख्या एवं इसका क्षेत्र

इस परियोजना के अन्तर्गत जिला कांगड़ा की नूरपुर तहसील 276 ग्रामों का विद्युतकरण करने तथा 51 स्थापित सब-स्टेशनों से अतिरिक्त उपभोक्ताओं को कनेक्शन देने की व्यवस्था की गई है। इस परियोजना की मुख्य विशेषताएं निम्न प्रकार हैं:—

1. एच0टी0 तथा एल0टी0 लाइनों (i) एच0 टी0 लाइनें 137.75 की लम्बाई कि0 मी0।

(ii) तीन फेज एल0टी0 66.90 की0 मी0 लाइनें।

(iii) सिंगल फेज एल0टी0 271.20 कि0मी0 लाइनें।

## 1. विद्युत परियोजना एवं वितरण तन्तु पथ की लम्बाई:—

(1) एच. टी. लाइनें 109.90 की0 मी0

(2) 1 फेज एल0टी0 लाइनें... 116.2 की0 मी0

(3) 3 फेज एल0टी0 लाइनें... 99 की0 मी0

## 2. विद्युत परीक्षण यन्त्र:—

(1) 100 के0 वी0 ए0 ... 6

(2) 63 के0 वी0 ए0 ... 21

(3) 25 के0 वी0 ए0 ... 22

2. विद्युत वितरण ट्रांसफार्मरों की (i) 100 के0 वी0 ए0... 1

संख्या (ii) 62 के0 वी0 ए0... 6

(iii) 25 के0 वी0 ए0... 53

3. उपभोक्ताओं की संख्या:

(1) घरेलू	.. 7,060
(2) व्यापारिक	.. 775
(3) लघु उद्योग तथा कृषि उद्योग	.. 95
(4) कृषि नलकूप	.. 135

4. इस परियोजना पर होने वाले अनुमानित व्यय की राशि 46,601 लाख है।

इस परियोजना के अन्तर्गत विद्युत प्रसारण वितरण तथा तार व दूर भाष संचार की व्यवस्था के लिए आवश्यक कार्य जैसे खम्बे व उनके आधार के लिए तारें लगाना, दीवारों पर ब्रेकट्स लगाना, विद्युत यन्त्रों की स्थापना तथा अन्य कार्य विद्युत प्रदाय अधिनियम, 1948 (धारा 42) के अन्तर्गत किए जाएंगे और हिमाचल राज्य विद्युत बोर्ड तार व दूर भाष अधिनियम, 1885 के तृतीय भाग (धारा 13) के अन्तर्गत दी गई प्रदत्त शक्तियों का प्रयोग करेंगी और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

सं 9/हि० रा० बि० बो०-23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 को उप-धारा 2 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य विद्युत बोर्ड निम्नलिखित परियोजना की स्वीकृति देते हुए हर्ष प्रकट करती है:—

(क) योजना का नाम

जिला कुल्लू की तहसील में 42 ग्रामों का विद्युतिकरण करने की परियोजना।

(ख) संक्षिप्त व्याख्या एवं इसका क्षेत्र।

इस परियोजना के अन्तर्गत जिला कुल्लू की कुल्लू तहसील में 42 ग्रामों जिसमें 374 उपग्राम हैं के विद्युतिकरण करने तथा स्थापित सब-स्टेशनों से नये उपभोक्ताओं को बिजली देने की व्यवस्था की गई है। इस परियोजना की मुख्य विशेषताएं निम्न प्रकार हैं।

1. विद्युत पारेषण एवं लघु तन्तु की लम्बाई:

(i) एच० टी० लाईनें	.. 157.5 कि० मी०
(ii) एल० टी० लाईनें	.. 94.00 की० मी०
(iii) एल० टी० एक फेज लाईनें	.. 191.25 की० मी०

2. विद्युत पारेषण यन्त्रों की संख्या :

(i) 100 के० वी० ए० 11/4 के० वी०	.. 1
(iii) 63 के० वी० ए० 11/4 के० वी०	.. 28
(iii) 63 के० वी० ए० 22/4 के० वी०	.. 1
(iv) 25 के० वी० ए० 11/4 के० वी०	.. 21
(v) 22 के० वी० ए० 22/4 के० वी०	.. 17

कनेक्शनों की संख्या :

(i) घरेलू	.. 6,138
(i) व्यापारिक	.. 100
(iii) एल० टी० उद्योगिक	.. 75
(iv) कृषि नल कूप	.. 7

4. इस परियोजना पर होने वाले अनुमानित व्यय की राशि 53,528 लाख है।

5. इस परियोजना के अन्तर्गत विद्युत प्रसारण व वितरण तथा तार व दूर भाष संचार की व्यवस्था के लिए आवश्यक कार्य जैसे खम्बे व उनके आधार के लिए तारें लगाना, दीवारों पर ब्रेकट्स लगाना, विद्युत यन्त्रों की स्थापना तथा अन्य कार्य विद्युत (प्रदाय) अधिनियम, 1948 की (धारा 42 के अन्तर्गत किये जाएंगे और हिमाचल राज्य बिजली बोर्ड, तार व दूर भाष अधिनियम 1885 के तृतीय भाग (धारा 13 के अन्तर्गत दी गई प्रत्येक प्रदत्त शक्तियों का प्रयोग करेगा और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इसमें बाध्य नहीं होगी।

शिमला, 8 अगस्त, 1973

सं 10/हि० रा० बि० बो०-23-24/73.—विद्युत (प्रदाय) अधिनियम, 1948 की धारा 29 की उप-धारा 2 के अन्तर्गत दी गई प्रदत्त शक्तियों का प्रयोग करते हुए हिमाचल राज्य विद्युत बोर्ड निम्नलिखित परियोजनाओं की स्वीकृति देते हुए हर्ष प्रकट करती है:—

(क) योजना का नाम

जिला कांगडा में 373 ग्रामों जिसमें से 129 ग्रामों का पहले ही विद्युतिकरण हो चुका है, का विद्युतिकरण योजना।

(ख) संक्षिप्त व्याख्या एवं प्रसारण क्षेत्र इस योजना के अन्तर्गत जिला कांगडा में 373 ग्रामों का (जिनमें से 129 ग्रामों का पहले ही विद्युतिकरण हो चुका है) विद्युतिकरण करने की व्यवस्था है इस योजना की मुख्य विशेषताएं निम्न प्रकार हैं:—



## 1. विद्युत पारेषण एवं वितरण तन्तु पथ की लम्बाई:—

- (i) एच 0 टी 0 लाईनें .. 140 कि 0 मी 0  
 (ii) एल 0 टी 0 लाईनें 3 फ्रेज .. 67 कि 0 मी 0  
 (iii) एल 0 टी 0 लाईनें 1 फ्रेज .. 265 की 0 मी 0

## 2. विद्युत वितरण पारेषण यन्त्र:—

- (i) 500 के 0 वी 0 ए 0 33/11 के 0 वी 0 = 1  
 (ii) 100 के 0 वी 0 ए 0 33/11 के 0 वी 0 = 1  
 (iii) 63 के 0 वी 0 ए 0 33/11 के 0 वी 0 = 24  
 (iv) 25 के 0 वी 0 ए 0 33/11 के 0 वी 0 = 38

## 3. उपभोगताओं की संख्या:—

- (i) घरेलू .. 8,831  
 (ii) व्यापारिक .. 934  
 (iii) लघु उद्योग/कृषि उद्योग .. 144  
 (iv) मार्बजनिक प्रकाश हेतु .. 260  
 (v) नल कूप/पम्पमैट .. 18

## 2. परियोजना पर होने वाले अनुमानित

व्यय की राशि

59.723 लाख।

3. इस परियोजना के अन्तर्गत विद्युत प्रसारण वितरण तथा तार व दूर भाष संचार व्यवस्था के विस्तार के लिए आवश्यक कार्य जैसे तारों का विस्तार, खम्बे व उनके आधार के लिए तारें लगाना दिवारों पर नेक्टस लगाना, विद्युत यन्त्रों की स्थापना तथा अन्य कार्य विद्युत (प्रदाय) अधिनियम, 1948 (धारा 42 के अन्तर्गत किये जायेंगे और हिमाचल प्रदेश राज्य बिजली बोर्ड तार व दूर भाष संचार व्यवस्था बनाए रखने के लिए दूरभाष अधिनियम 1885 के तृतीय भाग (धारा 13) के अन्तर्गत दी गई प्रत्येक प्रदत्त शक्तियों का प्रयोग करेगी और भारतीय विद्युत अधिनियम, 1910 की धारा 12 से 16 तथा 18 से 19 इसमें बाध्य नहीं होंगी।

SURENDER LAL,  
 (S. L. DUGGAL),

विशेष कार्य अधिकारी,  
 हिमाचल प्रदेश राज्य बिजली बोर्ड,  
 शिमला-4.

## भाग 6—भारतीय राजपत्र इत्यादि में से पुनः प्रकाशन

LAW DEPARTMENT  
NOTIFICATION

Simla-2, the August, 1972

No. 11-34/72-LR.—The following Acts recently passed by the Parliament which have already been published in the Gazette of India, extraordinary part II, section 1, are hereby republished in the Himachal Pradesh Government Rajpatra for the information of general public:—

1. The Hire-purchase Act, 1972 (26 of 1972).
2. The Salaries and Allowances of Members of Parliament (Amendment) Act, 1972 (29 of 1972).
3. The Delhi Lands (Restrictions on Transfer) Act, 1972 (30 of 1972).
4. The Criminal Law (Amendment) Act, 1972 (31 of 1972).
5. The Industrial Disputes (Amendment) Act, 1972 (32 of 1972).
6. The University Grants Commission (Amendment) Act, 1972 (33 of 1972).

B. D. SHARMA,  
 Secretary.

Assented to on 8-6-1972.

THE HIRE-PURCHASE ACT, 1972  
ACT No. 26 OF 1972AN  
ACT

to define and regulate the rights and duties of parties to hire-purchase agreements and for matters connected therewith or incidental thereto.

Be it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

CHAPTER I  
PRELIMINARY

1. Short title, extent and commencement.—(1) This Act may be called the Hire-purchase Act, 1972.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions.—In this Act, unless the context otherwise requires,—

(a) “contract of guarantee”, in relation to any hire-purchase agreement, means a contract whereby a person (in this Act referred to as the surety) guarantees the performance of all or any of the hirer's obligations under the hire-purchase agreement;

(b) “hire” means the sum payable periodically by the hirer under a hire-purchase agreement;

(c) “hire-purchase agreement” means an agreement under which goods are let on hire and under which the hirer has an option to purchase them in accordance with the terms of the agreement and includes an agreement under which—

(i) possession of goods is delivered by the owner thereof to a person on condition that such person pays the agreed amount in periodical instalments, and

(ii) the property in the goods is to pass to such person on the payment of the last of such instalments, and

(iii) such person has a right to terminate the agreement at any time before the property so passes;

(d) “hire-purchase price” means the total sum payable by the hirer under a hire-purchase agreement in order to complete the purchase of, or the acquisition of property in, the goods to which the agreement relates; and includes any sum so payable by the hirer under the hire-purchase agreement by way of a deposit or other initial payment, or credited or to be credited to him under such agreement on account of any such deposit or payment, whether that sum is to be or has been paid to the owner or to any other person or is to be or has been discharged by payment of money or by transfer or delivery of goods or by

any other means; but does not include any sum payable as a penalty or as compensation or damages for a breach of the agreement;

(e) "hirer" means the person who obtains or has obtained possession of goods from an owner under a hire-purchase agreement and includes a person to whom the hirer's rights or liabilities under the agreement have passed by assignment or by operation of law;

(f) "owners" means the person who lets or has let, delivers or has delivered possession of goods, to a hirer under a hire purchase agreement and includes a person to whom the owner's property in the goods or any of the owner's rights or liabilities under the agreement has passed by assignment or by operation of law;

(g) each of the words and expressions used and not defined in this Act but defined in the Indian Contract Act, 1872 (9 of 1872) or the Sale of Goods Act, 1930 (3 of 1930), shall have the meaning assigned to it in that Act.

## CHAPTER II

### FORM AND CONTENTS OF HIRE-PURCHASE AGREEMENTS

3. *Hire-purchase agreements to be in writing and signed by parties thereto.*—(1) Every hire-purchase agreement shall be—

- (a) in writing, and
- (b) signed by all the parties thereto.

(2) A hire purchase agreement shall be void if in respect thereof any of the requirements specified in sub-section (1) has not been complied with.

(3) Where there is a contract of guarantee, the hire-purchase agreement shall be signed by the surety also, and if the hire-purchase agreement is not so signed, the hire-purchase agreement shall be voidable at the option of the owner.

4. *Contents of hire-purchase agreements.*—(1) Every hire-purchase agreement shall state—

- (a) the hire-purchase price of the goods to which the agreement relates;
- (b) the cash price of the goods, that is to say, the price at which the goods may be purchased by the hirer for cash;
- (c) the date on which the agreement shall be deemed to have commenced;
- (d) the number of instalments by which the hire-purchase price is to be paid, the amount of each of those instalments, and the date, or the mode of determining the date, upon which it is payable, and the person to whom and the place where it is payable; and
- (e) the goods to which the agreement relates, in a manner sufficient to identify them.

(2) Where any part of the hire-purchase price is, or is to be, paid otherwise than in cash or by cheque, the hire-purchase agreement shall contain a description of that part of the hire-purchase price.

(3) Where any of the requirements specified in sub-section (1) or sub-section (2) has not been complied with, the hirer may institute a suit for getting the hire-purchase agreement rescinded; and the court may, if it is satisfied that the failure to comply with any such requirement has prejudiced the hirer, rescind the agreement on such terms as it thinks just, or pass such other as it thinks fit in the circumstances of the case.

5. *Two or more agreements when treated as a single hire-purchase agreement.*—whereby virtue of two or more

agreements in writing, none of which by itself constitutes a hire-purchase agreement, there is a bailment of goods and the bailee has an option to purchase the goods and the requirements of section 3 and section 4 are satisfied in relation to such agreements, the agreements shall be treated for the purposes of this Act as a single hire-purchase agreement made at the time when the last of the agreements was made.

## CHAPTER III

### WARRANTIES AND CONDITIONS, LIMITATION ON HIRE-PURCHASE CHARGES AND PASSING OF PROPERTY

6. *Warranties and conditions to be implied in hire-purchase agreements.*—(1) Notwithstanding anything contained in any contract, in every hire-purchase agreement there shall be an implied warranty—

- (a) that the hirer shall have and enjoy quiet possession of the goods; and
- (b) that the goods shall be free from any charge or encumbrance in favour of any third party at the time when the property is to pass.

(2) Notwithstanding anything contained in any contract, in every hire-purchase agreement there shall be—

- (a) an implied condition on the part of the owner that he has a right to sell the goods at the time when the property is to pass;
- (b) an implied condition that the goods shall be of merchantable quality, but no such condition shall be implied by virtue of this clause—
  - (i) as regards defects of which the owner could not reasonably have been aware at the time when the agreement was made, or
  - (ii) as regards defects specified in the agreement (whether referred to in the agreement as defects or by any other description to the like effect), or
  - (iii) where the hirer has examined the goods, or a sample thereof, as regards defects which the examination ought to have revealed, or
  - (iv) if the goods are second-hand goods and the agreement contains a statement to that effect.

(3) Where the hirer, whether expressly or by implication,—

- (a) has made known to the owner the particular purpose for which the goods are required, or
  - (b) in the course of any antecedent negotiations, has made that purpose known to any other person by whom those negotiations were conducted,
- there shall be an implied condition that the goods shall be reasonably fit for such purpose.

(4) Where the goods are let under a hire-purchase agreement by reference to a sample there shall be—

- (a) an implied condition on the part of the owner that the bulk will correspond with the sample in quality, and
- (b) an implied condition on the part of the owner that the hirer will have a reasonable opportunity of comparing the bulk with the sample.

(5) Where the goods are let under a hire-purchase agreement by description there shall be an implied condition that the goods will correspond with description; and if the goods are let under the agreement by reference to a sample as well as by description, it shall not be sufficient that the bulk of the goods correspond with sample if the goods do not also correspond with the description.

(6) An owner shall not be entitled to rely on any provision in a hire-purchase agreement excluding or modifying

the condition set out in sub-section (3) unless he proves that before the agreement was made the provision was brought to the notice of the hirer and its effect made clear to him.

(7) Nothing in this section shall prejudice the operation of any other enactment or rule of law whereby any condition or warranty is to be implied in any hire-purchase agreement.

7. *Limitation on hire-purchase charges.*—(1) in this section, —

- (a) "cash price instalment", in relation to a hire-purchase instalment, means an amount which bears to the net cash price the same proportion as the amount of the hire-purchase instalment bears to the total amount of hire-purchase price;
- (b) "deposit" means any sum payable by the hire under the hire-purchase agreement by way of deposit or other initial payment or credited or to be credited to him under the agreement on account of any such deposit or payment, whether that sum is to be or has been discharged by payment of money or by transfer or delivery of goods or by any other means;
- (c) "net cash price", in relation to goods comprised in a hire-purchase agreement, means the cash price of such goods as required to be specified in the hire-purchase agreement under clause (b) of sub-section (1) of section 4, less any deposit as defined in clause (b);
- (d) "net hire-purchase charges", in relation to a hire-purchase agreement for any goods, means the difference between the net hire-purchase price and the net cash price of such goods;
- (e) "net hire-purchase price", in relation to goods comprised in a hire-purchase agreement, means the total amount of hire-purchase price of such goods as required to be specified in the hire-purchase agreement under clause (a) of sub-section (1) of section 4 less,—
  - (i) any amount which is payable to cover the expenses of delivering the goods or any of them to or to the order of the hirer and which is specified in the agreement as included in the hire-purchase price;
  - (ii) any amount which is payable to cover registration or other fees under any law in respect of the goods or the agreement or both and which is specified in the agreement as included in the hire-purchase price; and
  - (iii) any amount which is payable for insurance (other than third party insurance) in respect of the goods and which is specified in the agreement as included in the hire-purchase price;
- (f) "statutory charges", in relation to a hire-purchase agreement, means the aggregate of the amounts calculated in accordance with the provisions of sub-section (2) as statutory charges in respect of each of the cash price instalments corresponding to each of the hire-purchase instalments under the agreement.

where,—SC,—represents the statutory charges;

CI,—represents the amount of cash price instalment expressed in rupees or fractions of rupees;

R,—represents the rate; and

T,—represents the time, expressed in years and fractions of years, that elapses between the date of the agreement and the date on which the hire-purchase instalment corresponding to the cash price instalment is payable under the agreement.

(3) The Central Government may, by notification in the Official Gazette, and after consultation with the Reserve Bank of India, specify the rate *per centum* per annum, being a rate which shall not be less than ten *per centum* per annum, at which statutory charges may be calculated under sub-section (2) and different rates may be so specified in respect of hire-purchase agreements relating to different classes or sub-classes of goods.

(4) Where the net hire-purchase charges in relation to a hire purchase agreement exceed the statutory charges in relation to such agreement calculated in accordance with the provisions of sub-section (2), the hirer may, by notice in writing to the owner, either elect to treat the agreement as void, or to have his liability reduced by the amount by which the net hire-purchase charges exceed the statutory charges aforesaid.

(5) Where a hirer elects, in accordance with the provisions of sub-section (4), to treat the hire-purchase agreement as void, the agreement shall be void, and the amount paid or provided whether by cash, cheque or other consideration, by or on behalf of the hirer in relation to the agreement shall be recoverable by the hirer as a debt due to him by the owner.

(6) Where the hirer elects to have his liability reduced by the amount referred to in sub-section (4), his liability shall be reduced by that amount and that amount may be set off by the hirer against the amount that would otherwise be due under the agreement and, to the extent to which it is not so set off, may be recovered by the hirer as debt due to him by the owner.

8. *Passing of property.*—Subject to the provisions of this Act, the property in the goods to which a hire-purchase agreement relates shall pass to the hirer only on the completion of the purchase in the manner provided in the agreement.

## CHAPTER IV

### RIGHTS AND OBLIGATIONS OF THE HIRER

9. *Right of hirer to purchase at any time with rebate.*—(1) The hirer may, at any time during the continuance of the hire-purchase agreement and after giving the owner not less than fourteen days' notice in writing of his intention so to do, complete the purchase of the goods by paying or tendering to the owner the hire-purchase price or the balance thereof as reduced by the rebate calculated in the manner provided in sub-section (2).

(2) The rebate for the purposes of sub-section (1) shall be equal to two-thirds of an amount which bears to the hire-purchase charges the same proportion as the balance of the hire-purchase price not yet due bears to the hire-purchase price.

$$C = \frac{CI \times R \times T}{100}$$

**Explanation.**—In this sub-section, “hire-purchase charges” means the difference between the hire-purchase price and the cash price as stated in the hire-purchase agreement.

(3) The provisions of this section shall have effect notwithstanding anything to the contrary contained in the hire-purchase agreement, but where the terms of the agreement entitle the hire to a rebate higher than that allowed by this section, the hirer shall be entitled to the rebate provided by the agreement.

**10. Right of hirer to terminate agreement at any time.**—(1) The hirer may, at any time before the final payment under the hire-purchase agreement falls due, and after giving the owner not less than fourteen days’ notice in writing of his intention so to do and re-delivering or tendering the goods to the owner, terminate the hire-purchase agreement by payment or tender to the owner of the amounts which have accrued due towards the hire-purchase price and have not been paid by him, including the sum, if any, which he is liable to pay under sub-section (2).

(2) Where the hirer terminates the agreement under sub-section (1), and the agreement provides for the payment of a sum named on account of such termination, the liability of the hirer to pay that sum shall be subject to the following conditions, namely:—

(a) where the sum total of the amounts paid and the amounts due in respect of the hire-purchase price immediately before the termination exceeds one-half of the hire-purchase price, the hirer shall not be liable to pay the sum so named;

(b) where the sum total of the amounts paid and the amounts due in respect of the hire-purchase price immediately before the termination does not exceed one-half of the hire-purchase price, the hirer shall be liable to pay the difference between the said sum total and the said one-half, or the sum named in the agreement, whichever is less.

(3) Nothing in sub-section (2) shall relieve the hirer from any liability for any hire which might have accrued due before the termination.

(4) Any provision in any agreement, whereby the right conferred on a hirer by this section to terminate the hire-purchase agreement is excluded or restricted, or whereby any liability in addition to the liability imposed by this Act is imposed on a hirer by reason of the termination of the hire-purchase agreement by him under this section, shall be void.

(5) Nothing in this section shall prejudice any right of a hirer to terminate a hire-purchase agreement otherwise than by virtue of this section.

**11. Right of hirer to appropriate payments in respect of two or more agreements.**—A hirer who is liable to make payments in respect of two or more hire-purchase agreements to the same owner shall, notwithstanding any agreement to the contrary, be entitled, on making any payment in respect of the agreements which is not sufficient to discharge the total amount then due under all the agreements to appropriate the sum so paid by him in or towards the satisfaction of the sum due under any one of the agreements, or in or towards the satisfaction of the sums due under any two or more of the agreements in such proportions as he thinks fit, and if he fails to make any such appropriation as aforesaid, the sum

so paid shall, by virtue of this section, stand appropriated towards the satisfaction of the sums due under the respective hire-purchase agreements in the order in which the agreements were entered into.

**12. Assignment and transmission of hirer’s right or interest under hire-purchase agreement.**—(1) The hirer may assign his right, title and interest under the hire-purchase agreement with the consent of the owner, or, if his consent is unreasonably withheld, without his consent.

(2) Except as otherwise provided in this section, no payment or other consideration shall be required by an owner for his consent to an assignment under sub-section (1), and where an owner requires any such payment or other consideration for his consent, that consent shall be deemed to be unreasonably withheld.

(3) Where on a request being made by a hirer in this behalf the owner fails or refuses to give his consent to an assignment under sub-section (1) the hirer may apply to the court for an order declaring that the consent of the owner to the assignment has been unreasonably withheld, and where such an order is made the consent shall be deemed to be unreasonably withheld.

**Explanation.**—In this sub-section, “court” means a court which would have jurisdiction to entertain a suit for the relief claimed in the application.

(4) As a condition of granting such consent, the owner may stipulate that all defaults under the hire-purchase agreement shall be made good and may require the hirer and the assignee to execute and deliver to the owner an assignment agreement, in a form approved by the owner, whereby, without affecting the continuing personal liability of the hirer in such respects, the assignee agrees with the owner to be personally liable to pay the instalments of hire remaining unpaid and to perform and observe all other stipulations and conditions of the hire-purchase agreement during the residue of the term thereof and whereby the assignee indemnifies the hirer in respect of such liabilities.

(5) The right, title and interest of a hirer under a hire-purchase agreement shall be capable of passing by operation of law to the legal representative of the hirer but nothing in this sub-section shall relieve the legal representative from compliance with the provisions of the hire-purchase agreement.

**Explanation.**—In this sub-section, the expression “legal representative” has the same meaning as in clause (11) of section 2 of the Code of Civil Procedure, 1908 (5 of 1908).

(6) The provisions of this section shall apply notwithstanding anything to the contrary contained in the hire-purchase agreement.

**13. Obligations of hirer to comply with agreement.**—Subject to the provisions of this Act, a hirer shall be bound—

- (a) to pay the hire in accordance with the agreement, and
- (b) otherwise to comply with the terms of the agreement.

**14. Obligation of hirer in respect of care to be taken of goods.**—(1) A hirer in the absence of a contract to the contrary,—

- (a) shall be bound to take as much of care of the goods

to which the hire-purchase agreement relates as a man of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value;

(b) shall not be responsible for the loss, destruction or deterioration of the goods, if he has taken the amount of care thereof described in clause (a).

(2) The hirer shall be liable to make compensation to the owner for any damage caused by failure to take care of the goods in accordance with the provisions of sub-section (1).

15. *Obligation of hirer in respect of use of goods.*—If the hirer makes any use of the goods to which the hire-purchase agreement relates which is not according to the conditions of the agreement, the hirer shall be liable to make compensation to the owner for any damage arising to the goods from or during such use.

16. *Obligation of hirer to give information as to whereabouts of goods.*—(1) Where by virtue of a hire-purchase agreement a hirer is under a duty to keep in his possession or control the goods to which the agreement relates, the hirer shall, on receipt of a request in writing from the owner, inform the owner where the goods are at the time when the information is given or, if it is sent by post, at the time of posting.

(2) If the hirer fails without reasonable cause to give the said information within fourteen days of the receipt of the notice, he shall be punishable with fine which may extend to two hundred rupees.

17. *Rights of hirer in case of seizure of goods by owner.*—(1) Where the owner seizes under clause (c) of section 19 the goods let under a hire-purchase agreement, the hirer may recover from the owner the amount, if any, by which the hire-purchase price falls short of the aggregate of the following amounts, namely:—

(i) the amounts paid in respect of the hire-purchase price up to the date of seizure;

(ii) the value of the goods on the date of seizure.

(2) For the purposes of this section, the value of any goods on the date of seizure is the best price that can be reasonably obtained for the goods by the owner on that date less the aggregate of the following amounts, namely:—

(i) the reasonable expenses incurred by the owner for seizing the goods;

(ii) any amount reasonably expended by the owner on the storage, repairs or maintenance of the goods;

(iii) (whether or not the goods have subsequently been sold or otherwise disposed of by the owner) the reasonable expenses of selling or otherwise disposing of the goods; and

(iv) the amount spent by the owner for payment of arrears of taxes and other dues which are payable in relation to the goods under any law for the time being in force and which the hirer was liable to pay.

(3) If the owner fails to pay the amount due from him under the provisions of this section of any portion of such amount, to the hirer within a period of thirty days from the date notice for the payment of the said amount is served on him by the hirer the owner shall be liable to pay interest on such amount at the rate of twelve per cent per annum from the date of expiry of the said period of thirty days.

(4) Where the owner has sold the goods, seized by him the onus of proving that the price obtained by him for the goods was the best price that could be reasonably obtained by him on the date of seizure shall lie upon him.

## CHAPTER V

### RIGHTS AND OBLIGATIONS OF THE OWNER

18. *Rights of owner to terminate hire-purchase agreement for default in payment of hire or unauthorised act or breach of express conditions.*—(1) Where a hirer makes more than one default in the payment of hire as provided in the hire-purchase agreement then, subject to the provisions of section 21 and after giving the hirer notice in writing of not less than—

(i) one week, in a case where the hire is payable at weekly or lesser intervals; and

(ii) two weeks, in any other case, the owner shall be entitled to terminate the agreement by giving the hirer notice of termination in writing:

Provided that if the hirer pays or tenders to the owner the hire in arrears together with such interest thereon as may be payable under the terms of the agreement before the expiry of the said period of one week or, as the case may be, two weeks, the owner shall not be entitled to terminate the agreement.

(2) Where a hirer—

(a) does any act with regard to the goods to which the agreement relates which is inconsistent with any of the terms of the agreement; or

(b) breaks an express condition which provides that, on the breach thereof, the owner may terminate the agreement,

the owner shall, subject to the provisions of section 22, be entitled to terminate the agreement by giving by the hirer notice or termination in writing.

19. *Rights of owner on termination.*—Where a hire-purchase agreement is terminated under this Act, then the owner shall be entitled,—

(a) to retain the hire which has already been paid and to recover the arrears or hire due;

Provided that when such goods are seized by the owner, the retention or hire and recovery of the arrears of hire due shall be subject to the provisions of section 17;

(b) subject to the conditions specified in clauses (a) and (b) of sub-section (2) of section 10, to forfeit the initial deposit, if so provided in the agreement;

(c) subject to the provisions of section 17 and section 20 and subject to any contract to the contrary, to enter the premises of the hirer and seize the goods;

(d) subject to the provisions of section 21 and section 22, to recover possession of the goods by application under section 20 or by suit;

(e) without prejudice to the provisions of sub-section (2) of section 14 and of section 15, to damages for non-delivery of the goods, from the date of which termination is effective, to the date on which the goods are delivered to or seized by the owner.

20. *Restriction on owner's right to recover possession of goods otherwise than through court.*—(1) Where goods have been let under a hire-purchase agreement and the statutory proportion of the hire-purchase price has been paid, whether in pursuance of the judgment of a court or otherwise, or tendered by or on behalf of the hirer or any surety, the owner shall not enforce any right to recover possession of the goods from the hirer otherwise than in accordance with sub-section (3) or by suit.

*Explanation.*—In this section, “statutory proportion” means,—

(i) one-half, where the hire-purchase price is less than fifteen thousand rupees; and

(ii) three-fourths, where the hire-purchase price is



not less than fifteen thousand rupees:

Provided that in the case of motor vehicles as defined in the Motor Vehicles Act, 1939 (4 of 1939), "statutory proportion" shall mean,—

- (i) one-half, where the hire-purchase price is less than five thousand rupees;
- (ii) three-fourths, where the hire-purchase price is not less than five thousand rupees but less than fifteen thousand rupees;
- (iii) three-fourths or such higher proportion not exceeding nine-tenths as the Central Government may, by notification in the Official Gazette, specify, where the hire-purchase price is not less than fifteen thousand rupees.

(2) If the owner recovers possession of goods in contravention of the provisions of sub-section (1), the hire-purchase agreement, if not previously terminated, shall terminate, and—

(a) the hirer shall be released from all liability under the agreement and shall be entitled to recover from the owner all sums paid by the hirer under the agreement or under any security given by him in respect thereof; and

(b) the surety shall be entitled to recover from the owner all sums paid by him under the contract of guarantee or under any security given by him in respect thereof.

(3) Where, by virtue of the provisions of sub-section (1), the owner is precluded from enforcing a right to recover possession of the goods, he may make an application for recovery of possession of the goods to any court having jurisdiction to entertain a suit for the same relief.

(4) The provisions of this section shall not apply in any case in which the hirer has terminated the agreement by virtue of any right vested in him.

**21. Relief against termination for non-payment of hire.**—Where the owner, after he has terminated the hire-purchase agreement in accordance with the provisions of sub-section (1) of section 18, institutes a suit or makes an application against the hirer for the recovery of the goods, and at the hearing of the suit or application, the hirer pays or tenders to the owner the hire in arrears, together with such interest thereon as may be payable under the terms of the agreement and the cost of the suit or application incurred by the owner and complies with such other conditions, if any, as the court may think fit to impose, the court may, in lieu of making a decree or order for specific delivery, pass an order relieving the hirer against the termination; and thereupon the hirer shall continue in possession of the goods as if the agreement and not been terminated.

**22. Relief against termination for unauthorised act or breach of express condition.**—Where a hire-purchase agreement has been terminated in accordance with the provisions of clause (a) or clause (b) of sub-section (2) of section 18, no suit or application by the owner against the hirer for the recovery of the goods shall lie unless and until the owner has served on the hirer a notice in writing,—

(a) specifying the particular breach or act complained of; and

(b) if the breach or act is capable of remedy, requiring the hirer to remedy it,

and the hirer fails, within a period of thirty days from the date of the service of the notice, to remedy the breach or act if it is capable of remedy.

**23. Obligation of owner to supply copies and information.**—(1) It shall be the duty of the owner to supply, free of cost, a true copy of the hire-purchase agreement, signed by the owner,—

(a) to the hirer, immediately after execution of the agreement; and

(b) where there is a contract of guarantee, to the surety, on demand made at any time before the final payment has been made under the agreement.

(2) It shall also be the duty of the owner, at any time before the final payment has been made under the hire-purchase agreement, to supply to the hirer, within fourteen days after the owner receives a request in writing from the hirer in this behalf and the hirer tenders to the owner the sum of one rupee for expenses, a statement signed by the owner or his agent showing—

(a) the amount paid by or on behalf of the hirer;

(b) the amount which has become due under the agreement but remains unpaid, and the date upon which each unpaid instalment become due, and the amount of each such instalment; and

(c) the amount which is to become payable under the agreement, and the date or the mode of determining the date upon which each future instalment is to become payable, and the amount of each such instalment.

(3) Where there is a failure without reasonable cause to carry out the duties imposed by sub-section (1), or sub-section (2), then, while the default continues,—

(a) the owner shall not be entitled to enforce the agreement against the hirer or to enforce contract of guarantee relating to the agreement, or to enforce any right to recover the goods from the hirer; and

(b) no security given by the hirer in respect of money payable under the agreement or given by a surety in respect of money payable under such a contract of guarantee as aforesaid shall be enforceable against the hirer or the surety by any holder thereof, and, if the default continues for a period of two months, the owner shall be punishable with fine which may extend to two hundred rupees.

(4) Nothing in sub-section (3) shall be construed as affecting the right of a third-party to enforce against the owner or hirer or against both the owner and the hirer any charge or encumbrance to which the goods covered by the hire-purchase agreement are subject.

## CHAPTER VI

### MISCELLANEOUS

**24. Discharge of price otherwise than by payment of money.**—Where an owner has agreed that any part of the hire-purchase price may be discharged otherwise than by the payment of money, any such discharge shall, for the purposes of section 10, section 11, section 17, section 20 and section 23, be deemed to be a payment of that part of the hire-purchase price.

**25. Insolvency of hirer etc.**—(1) Where, during the continuance of the hire-purchase agreement, the hirer is adjudged insolvent under any law with respect to insolvency for the time being in force, the Official Receiver or where the hirer is a company, then in the event of the company being wound up, the liquidator, shall have, in respect of the goods which are in the possession of the hirer under the agreement, the same rights and obligations as the hirer had in relation thereto.

(2) The Official Receiver or the liquidator, as the case may be, may, with the permission of the Insolvency Court or the court in which the winding up proceedings are pending, assign the rights of the hirer under the agreement, to any other person, and the assignee shall have all the rights and be subject to all the obligations of the hirer under the agreement.

**Explanation.**—In this section, “Official Receiver” means an Official Receiver appointed under the Provincial Insolvency Act, 1920 (5 of 1920) and includes any person holding a similar office under any other law with respect to insolvency for the time being in force.

**26. Successive hire-pur chase agreements between same parties.**—Where goods have been let under a hire-purchase agreement, and at any time thereafter the owner makes a subsequent hire-purchase agreement with the hirer, whether relating exclusively to other goods or to other goods together with the goods to which the first agreement relates, any such subsequent hire-purchase agreement shall not have effect in so far as it affects prejudicially any right which the hirer would have had by virtue of section 20 under the first agreement, if such subsequent hire-purchase agreement had not been made.

**27. Evidence of adverse detention in suit or application to recover possession of goods.**—(1) Where, in a suit or application by an owner of goods which have been let under a hire-purchase agreement, to enforce a right to recover possession of the goods from the hirer, the owner proves that, before the commencement of the suit or application and after the right to recover possession of the goods accrued, the owner made a request in writing to the hirer to surrender the goods, the hirer's possession of the goods shall, for the purpose of the owner's claim to recover possession thereof, be deemed to be adverse to the owner.

(2) Nothing in this section shall affect a claim for damages for conversion.

**28. Hirer's refusal to surrender goods not to be version in certain cases.**—If, during the subsistence of any restriction to which the enforcement of a right of a right to recover possession of goods from a hirer is subject by virtue of this Act, the hirer refuses to give up possession of the goods to the owner, the hirer shall not, by reason only of such refusal, be liable to the owner for conversion of the goods.

**29. Service of notice.**—Any notice required or authorised to be served on or given to an owner or a hirer under this Act may be so served or given—

(a) by delivering it to him personally; or

(b) by sending it by post to him at his last known place of residence or business.

**30. Power to exempt from provisions of sections 6, 9, 10, 12 and 17 in certain cases.**—Where the Central Government is satisfied that having regard to—

(a) the short supply of any goods or class of goods, or

(b) the use or intended use of any goods or class of goods and the persons by whom such goods or class of goods are used or intended to be used, or

(c) the restrictions imposed upon the trade or commerce in any goods or class of goods, or

(d) any other circumstances in relation to any goods or class of goods, it is necessary or expedient in the public interest so to do, the Central Government may, by notification in the Official Gazette, direct that clause (b) of sub-section (2) of section 6, section 9, section 10, section 12 and section 17 or any of them shall not apply or shall apply with such modifications as may be specified in the notification, to hire-purchase agreements relating to such goods or class of goods.

**31. Act not to apply to existing agreements.**—This Act shall not apply in relation to any hire-purchase

agreement made before the commencement of this Act.

Assented to on 9-6-1972.

## THE SALARIES AND ALLOWANCES OF MEMBERS OF PARLIAMENT (AMENDMENT) ACT, 1972

(ACT No. 29 OF 1972)

AN  
ACT

furthor to amend the Salaries and Allowances of Members of Parliament Act, 1954.

BE it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

**1. Short title.**—This Act may be called the Salaries and Allowances of Members of Parliament (Amendment) Act, 1972.

**2. Amendment of section 4.**—In section 4 of the Salaries and Allowances of Members of Parliament Act, 1954 (30 of 1954), (hereinafter referred to as the principal Act), in sub-clause (ii) of clause (c) of sub-section (1), for the words “eight annas per mile”, the words “thirty-two paise per kilometer” shall be substituted.

**3. Amendment of section 6.**—In section 6 of the principal Act, in the *Explanation* to sub-section (1), for the words, figure and letter “For the purposes of this sub-section and section 6A”, the words, figures and letters “For the purposes of this sub-section and sections 6A and 6B” shall be substituted.

**4. Insertion of new section 6A.**—In the principal Act, section 6A shall be re-numbered as section 6B thereof and before that section as so re-numbered, the following section shall be inserted, namely:—

“6A. *Free transit by steamer.*—(1) Without prejudice to the provisions of section 6, every member representing the Union territory of the Andaman and Nicobar Islands or the Union territory of the Laccadive, Minicoy and Amindivi Islands shall be provided with one free nontransferable pass which shall entitle him to travel at any time by the highest class by steamer to and from any part of his constituency and any other part of his constituency or the nearest port in the mainland of India:

Provided that nothing in this sub-section shall be construed as absolving the member from payment of any diet charges payable by him during such travel.

(2) A free steamer pass issued to a member under sub-section (1) shall be valid for the term of his office and on the expiration of his term, the pass shall be surrendered to the Secretary of the House of the People:

Provided that where any such pass is issued to a new member before he takes his seat in the House of the People, he shall be entitled to use the pass for attending a session of that House for taking his seat therein.

(3) Until a member is provided with a free steamer pass under sub-section (1), he shall be entitled to an amount equal to one fare (without diet) for the highest class for any journey of the nature referred to in sub-section (1) of section 4 performed by him by steamer.

(4) A member who on ceasing to be a member surrenders the steamer pass issued to him under sub-



section (1) shall, if he performs any return journey by steamer of the nature referred to in sub-section (1) of section 4, be entitled in respect of that journey to an amount equal to one fare (without diet) for the highest class.

(5) Nothing in this section shall be construed as disentitling a member to any travelling allowances to which he is otherwise entitled under the provisions of this Act.

(6) In addition to a free steamer pass issued to a member under sub-section (1), he shall also be entitled—

(i) to one free pass for one person to accompany the member and travel by the lowest class by steamer to and fro any part of the constituency of the member and any other part of his constituency or the nearest port in the mainland of India; and

(ii) to one free non-transferable pass for the spouse, if any, of the member to travel by the highest class by steamer to and fro the usual place of residence of the member in his constituency and the nearest port in the mainland of India, once during every session:

Provided that nothing in this sub-section shall be construed as absolving the person accompanying the member or the spouse of the member from payment of any diet charges payable by such person or spouse during such travel."

Assented to on 14-6-1972

## THE DELHI LANDS (RESTRICTIONS ON TRANSFER) ACT, 1972

(ACT No. 30 OF 1972)

AN  
ACT

*to impose certain restrictions on transfer of lands which have been acquired by the Central Government or in respect of which acquisition proceedings have been initiated by that Government, with a view to preventing large-scale transactions of purported transfers or, as the case may be, transfers of such lands to unwary public.*

BE it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

1. *Short title, extent and commencement.*—(1) This may be called the Delhi Lands (Restrictions on Transfer) Act, 1972.

(2) It extends to the whole of the Union territory of Delhi.

(3) It shall come into force at once.

2. *Definitions.*—In this Act, unless the context otherwise requires,—

(a) "Administrator" means the administrator of the Union territory of Delhi appointed by the President under article 239 of the Constitution;

(b) "competent authority" means any person or authority authorised by the Administrator, by notification in the Official Gazette, to perform the functions of the competent authority under this Act for such areas as may be specified in the notification;

(c) "Development Act" means the Delhi Development Act, 1957 (61 of 1957);

(d) "prescribed" means prescribed by rules made under this Act;

(e) "Scheme" means the scheme of acquisition of land for the planned development of Delhi and includes any scheme, project or work to be implemented in pursuance of the provisions of the Delhi Master Plan as approved by the Central Government under sub-section (2) of section 9 of the Development Act.

3. *Prohibition on transfer of lands acquired by Central Government.*—No person shall purport to transfer by sale, mortgage, gift, lease or otherwise any land or part thereof situated in the Union territory of Delhi, which has been acquired by the Central Government under the Land Acquisition Act, 1894 (1 of 1894), or under any other law providing for acquisition of land for a public purpose.

4. *Regulation on transfer of lands in relation to which acquisition proceedings have been initiated.*—No person shall, except with the previous permission in writing of the competent authority, transfer or purport to transfer by sale, mortgage, gift, lease or otherwise any land or part thereof situated in the Union territory of Delhi, which is proposed to be acquired in connection with the Scheme and in relation to which a declaration to the effect that such land or part thereof is needed for a public purpose having been made by the Central Government under section 6 of the Land Acquisition Act, 1894 (1 of 1894), the Central Government has not withdrawn from the acquisition under section 48 of that Act.

5. *Application for grant of permission for transfer under section 4.*—(1) Any person desiring to transfer any land referred to in section 4 by sale, mortgage, gift, lease or otherwise may make an application in writing to the competent authority containing such particulars as may be prescribed.

(2) On receipt of an application under sub-section (1) the competent authority shall, after making such inquiries as it deems fit, may, by order in writing, grant or refuse to grant the permission applied for.

(3) The competent authority shall not refuse to grant the permission applied for under this section except on one or more of the following grounds, namely:—

(i) that the land is needed or is likely to be needed for the effective implementation of the Scheme;

(ii) that the land is needed or is likely to be needed for securing the objects of the Delhi Development Authority referred to in section 6 of the Development Act;

(iii) that the land is needed or is likely to be needed for any development within the meaning of clause (d) of section 2 of the Development Act or for such things as public buildings and other public works and utilities, roads, housing, recreation, industry, business, markets, schools and other educational institutions, hospitals and public open spaces and other categories of public uses.

(4) Where the competent authority refuses to grant the permission applied for, it shall record in writing the reasons for doing so and a copy of the same shall be communicated to the applicant.

(5) Where within a period of thirty days of the date of receipt of an application under this section the competent authority does not refuse to grant the permission applied for or does not communicate the refusal to the applicant, the competent authority shall be deemed to have granted the permission applied for.

6. *Appeals against orders of competent authority.*—(1) Any person aggrieved by an order of the competent authority under section 5 may, within thirty days of the

date of receipt of the order by him; file an appeal to the prescribed authority in such form and containing such particulars as may be prescribed.

(2) On receipt of an appeal under sub-section (1), the prescribed authority shall, after giving the appellant an opportunity of being heard in the matter, dispose of the appeal as expeditiously as possible.

(3) Every order made by the prescribed authority in appeal under this section shall be final.

7. *Period of operation of orders of refusal to grant permission to transfer land.*—Where the competent authority has made any order under section 5 refusing to grant permission to transfer any land or where an appeal having been filed against such order, the prescribed authority has made an order under section 6 confirming such order, then, the order refusing to grant permission to transfer such land shall be in operation only for a period of three years from the date of the order made by the competent authority or the prescribed authority, as the case may be, and thereafter, but subject to the provisions of section 3, it shall be lawful for the person who has applied for permission, or his successor-in-interest, to transfer such land by sale, mortgage, gift, lease or otherwise.

*Explanation.*—In computing the period of three years, under this section, in relation to any land, the period which the acquisition proceedings in relation to such land have been stayed by any court shall be excluded.

8. *Restrictions on registration of transfers of land.*—Notwithstanding anything contained in any other law for the time being in force, where any document required to be registered under the provisions of clause (a) to clause (e) of sub-section (1) of section 17 of the Registration Act, 1908 (16 of 1908), purports to transfer by sale, mortgage, gift, lease or otherwise any land or part thereof referred to in section 4, no registering officer appointed under that Act shall register any such document unless the transferor produces before such registering officer a permission in writing of the competent authority for such transfer.

9. *Penalty.*—If any person contravenes the provisions of section 3 or section 4, he shall be punishable with imprisonment for a term which may extend to three years or with fine or with both.

10. *Offences by companies.*—(1) If the person committing an offence under this Act is a company, every person, who, at the time the offence was committed, was in charge of, and was responsible to, the company for the conduct of the business of the company as well as the company shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), when an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

*Explanation.*—For the purposes of this section,—

(a) “company” means any body corporate and in-

cludes a firm or other association of individuals; and

(b) “director”, in relation to a firm, means a partner in the firm.

11. *Power to make rules.*—(1) The Administrator may, by notification in the Official Gazette, make rules for carrying out the purposes of this Act.

(2) Without prejudice to the generality of the foregoing provision, such rules may provide for all or any of the following matters, namely:—

(a) the particulars which an application to be made under sub-section (1) of section 5 shall contain;

(b) the authority to which an appeal may be filed under sub-section (1) of section 6, the form in which such appeal may be filed and the particulars which such appeal shall contain;

(c) any other matter which is required to be, or may be, prescribed.

(3) Every rule made under this section shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

ACT No. 31 OF 1972

Assented to on 14-6-1972

THE CRIMINAL LAW (AMENDMENT) ACT, 1972

ACT No. 31 OF 1972

AN  
ACT

further to amend the Indian Penal Code, the Code of Criminal Procedure, 1898 and the Unlawful Activities (Prevention) Act, 1967.

Be it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

1. *Short title.*—This Act may be called the Criminal Law (Amendment) Act, 1972.

2. *Amendment of Act 45 of 1860.*—In the Indian Penal Code,—

(a) in sub-section (1) of section 153A,—

(i) in clause (b), the word “or” shall be inserted at the end;

(ii) after clause (b), the following clause shall be inserted namely:—

“(c) organizes any exercise, movement, drill or other similar activity intending that the participants in such activity will use or be trained to use criminal force or violence or knowing it to be likely that the participants in such activity will use or be trained to use criminal force or violence, or participates in such activity intending to use or be trained to use criminal force or violence or knowing it to be likely that the participants in such activity will use or be trained to use criminal force or violence, against any religious, racial, language or regional group or caste or community and such activity for any reason whatsoever causes or is likely to cause fear or alarm or a feeling of insecurity amongst members of such religious, racial, language or regional group or caste or community.”;

(b) after section 153A, the following section shall be inserted, namely:—

“153B. *Imputations, assertions prejudicial to national integration.*—(1) Whoever, by words either spoken or written or by signs or by visible representation or otherwise,—

- (a) makes or publishes any imputation that any class of persons cannot, by reason of their being members of any religious, racial, language or regional group or caste or community, bear true faith and allegiance to the Constitution of India as by law established or uphold the sovereignty and integrity of India, or
- (b) asserts, counsels, advises, propagates or publishes that any class of persons shall, by reason of their being members of any religious, racial, language or regional group or caste or community, be denied or deprived of their rights as citizens of India, or
- (c) makes or publishes any assertion, counsel, plea or appeal concerning the obligation of any class of persons, by reason of their being members of any religious, racial, language or regional group or caste or community, and such assertion, counsel, plea or appeal causes or is likely to cause disharmony or feelings of enmity or hatred or ill-will between such members and other persons,

shall be punished with imprisonment which may extend to three years, or with fine, or with both.

(2) Whoever commits an offence specified in sub-section (1), in any place of worship or in any assembly engaged in the performance of religious worship or religious ceremonies, shall be punished with imprisonment which may extend to five years, and shall also be liable to fine.”

3. *Amendment of Act 5 of 1898.*—In the Code of Criminal Procedure, 1898,—

(a) in sub-section (1) of section 99A,—

(i) after the words “seditious or obscene matter”, the words “or any matter which is prejudicial to national integration” shall be inserted;

(ii) after the words, figures and letter “or section 153A” the words figures and letters “or section 153B” shall be inserted;

(b) in sub-section (1) of section 106, after the word, figures and letter “section 153A”, the word, figures and letter, “section 153B” shall be inserted;

(c) in sub-clause (b) of clause (i) of section 108, after the word, figures and letter “section 153A”, the words, figures and letter “or section 153B”, shall be inserted;

(d) in section 196, after the words, figures and letter “or section 153A”, the words, figures and letter “or section 153B”, shall be inserted;

(e) in Schedule II, after the entries relating to section 153A, the following entries shall be inserted, namely:—

1. “153B(1).
2. Imputations, assertions prejudicial to national integration.
3. May arrest without warrant.

4. Warrant.
5. Not bailable.
6. Not compoundable.
7. Imprisonment of either description for three years or fine or both.
8. Presidency Magistrate or Magistrate of the first class.
1. 153B(2).
2. Imputations, assertions prejudicial to national integration in place of public worship, etc.
3. May arrest without warrant.
4. Warrant.
5. Not bailable.
6. Not compoundable.
7. Imprisonment of either description for five years and fine.
8. Presidency Magistrate or Magistrate of the first class.”

4. *Amendment of Act 37 of 1967.*—In the Unlawful Activities (Prevention) Act, 1967, for clause (g) of section 2, the following clause shall be substituted, namely:—

“(g) “unlawful association” means any association—

- (i) which has for its object any unlawful activity, or which encourages or aids persons to undertake any unlawful activity, or of which the members undertake such activity; or
- (ii) which has for its object any activity, which is punishable under section 153A or section 153B of the Indian Penal Code (45 of 1860) or which encourages or aids persons to undertake any such activity, or of which the members undertake any such activity;

Provided that nothing contained in sub-clause (ii) shall apply to the State of Jammu and Kashmir.”

Assented to on 14th June, 1972

## THE INDUSTRIAL DISPUTES (AMENDMENT) ACT, 1972

(ACT NO. 32 OF 1972)

AN  
ACT

further to amend the Industrial Disputes Act, 1947

BE it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

1. *Short title.*—This Act may be called the Industrial Disputes (Amendment) Act, 1972.

2. *Insertion of new section 25FFA.*—After section 25FF of the Industrial Disputes Act, 1947 (14 of 1947), (hereinafter referred to as the principal Act), the following section shall be inserted, namely:—

“25FFA *Sixty days’ notice to be given of intention to close down any undertaking.*—(1) An employer who intends to close down an undertaking shall serve, at least sixty days before the date on which the intended closure is to become effective, a notice, in the prescribed manner on the appropriate Government stating clearly the reasons for the intended closure of the undertaking:

Provided that nothing in this section shall apply to—

(a) an undertaking in which—

- (i) less than fifty workmen are employed, or
- (ii) less than fifty workmen were employed on an average per working day in the preceding twelve months,

(b) an undertaking set up for the construction of buildings, bridges, roads, canals, dams or for other construction work or project.

(2) Notwithstanding anything contained in sub-section (1), the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the undertaking or death of the employer

or the like it is necessary so to do, by order direct that provisions of sub-section (1) shall not apply in relation to such undertaking for such period as may be specified in the order."

3. *Insertion of new section 30A.*—After section 30 of the principal Act, the following section shall be inserted namely:—

"30A. *Penalty for closure without notice.*—Any employer who closes down any undertaking without complying with the provisions of section 25FFA shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to five thousand rupees, or with both."

*Assented to on 14th June, 1972.*

THE UNIVERSITY GRANTS COMMISSION  
(AMENDMENT) ACT, 1972  
(ACT No. 33 OF 1972)

AN  
ACT

*further to amend the University Grants Commission Act, 1956.*

BE it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the University Grants Commission (Amendment) Act, 1972.

(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. *Amendment of section 2.*—In section 2 of the University Grants Commission Act, 1956 (3 of 1956), (hereinafter referred to as the principal Act), in clause (d), after the words "the Chairman", the words "and Vice-Chairman" shall be inserted.

3. *Substitution of new section for section 5.*—For section 5 of the principal Act, the following section shall be substituted, namely:—

"5. *Composition of the Commission.*—(1) The Commission shall, consist of—

- (i) a Chairman,
  - (ii) A Vice-Chairman, and
  - (iii) then other members,
- to be appointed by the Central Government.

(2) The Chairman shall be chosen from among persons who are not officers of the Central Government or of any State Government.

(3) Of the other members referred to in clause (iii) of sub-section (1)—

- (a) two shall be chosen from among the officers of the Central Government, to represent that Government;
- (b) not less than four shall be chosen from among persons who are, at the time when they are so chosen, teachers of Universities; and
- (c) the remainder shall be chosen from among persons—
  - (i) who have knowledge of, or experience in, agriculture, commerce, forestry or industry;
  - (ii) who are members of the engineering, legal, medical or any other learned profession; or
  - (iii) who are Vice-Chancellors of Universities or who, not being teachers of Universities, are, in the opinion of the Central Government, educationists of repute or have obtained

high academic distinctions:

Provided that not less than one half of the number chosen under this clause shall be from among persons who are not officers of the Central Government or of any State Government.

(4) The Vice-Chairman shall exercise such of the powers, and discharge such of the duties, of the Chairman as may be prescribed.

(5) Every appointment under this section shall take effect from the date on which it is notified by the Central Government in the Official Gazette."

4. *Amendment of section 6.*—In section 6 of the Principal Act,—

(i) for sub-section (1), the following sub-section shall be substituted, namely:—

"(1) A person appointed as Chairman, Vice-Chairman or other member shall, unless he becomes disqualified for continuing as such under the rules that may be made under this Act,—

(a) in the case of Chairman, hold office for a term of five years; and

(b) in the case of Vice-Chairman or any other member, hold office for a term of three years:

provided that—

(i) a person who has held office as Chairman or Vice-Chairman shall be eligible for further appointment as Chairman, Vice-Chairman or other member, and

(ii) a person who has held office as any other member shall be eligible for further appointment as Chairman, Vice-Chairman or other member:

Provided further that a person who has held office for two terms, in any capacity, whether as Chairman, Vice-Chairman or other member, shall not be eligible for any further appointment as Chairman, Vice-Chairman or other member."

(ii) for sub-sections (3) and (4), the following sub-sections shall be substituted, namely:—

"(3) If a casual vacancy occurs in the office of the Chairman, whether by reason of his death, resignation or inability to discharge his functions owing to illness or other incapacity, the Vice-Chairman holding office as such for the time being shall, notwithstanding anything contained in sub-section (2) of section 5, act as the Chairman and shall, unless any other person is appointed earlier as the Chairman, hold the office of the Chairman for the remainder of the term of office of the person in whose place he is to so act:

Provided that where no Vice-Chairman is holding office at the time when the vacancy in the office of the Chairman occurs, the Central Government shall, notwithstanding anything contained in sub-section (2) of section 5, appoint any other member to act as the Chairman and the person so appointed shall not hold the office of the Chairman for a period exceeding six months.

(4) If a casual vacancy occurs in the office of the Vice-Chairman or any other member, whether by reason of his death, resignation or inability to discharge his functions owing to illness or other incapacity, such vacancy shall be filled

up by the Central Government by making a fresh appointment and the member so appointed shall hold office for a term of three years.

- (5) The office of the Chairman and the Vice-Chairman shall be whole-time and salaried and subject thereto, the terms and conditions of service of the Chairman, Vice-Chairman and other members shall be such as may be prescribed."

5. *Amendment of section 12.*—In section 12 of the principal Act,—

- (i) in clause (c), for the words "necessary for the development of such Universities", the words "necessary or appropriate for the development of such Universities or for the maintenance, or development, or both, of any specified activities of such Universities" shall be substituted;

- (ii) after clause (c), the following clause shall be inserted namely:—

"(cc) allocate and disburse out of the Fund of the Commission, such grants to institutions deemed to be Universities in pursuance of a declaration made by the Central Government under section 3, as it may deem necessary, for one or more of the following purposes, namely:—

- (i) for maintenance in special cases,  
(ii) for development,  
(iii) for any other general or specified purpose;".

6. *Insertion of new section 12 A.*—After section 12 of the principal Act, the following section shall be inserted, namely:—

12 A. *Prohibition regarding giving of any grant to a University not declared by the Commission fit to receive such grant.*—No grant shall be given by the Central Government, the Commission, or any other organisation receiving any funds from the Central Government, to a University which is established after the commencement of the University Grants Commission (Amendment) Act, 1972, unless the Commission has, after satisfying itself as to such matters as may be

prescribed, declared such University to be fit for receiving such grant."

7. *Amendment of section 14.*—In section 14 of the principal Act,—

- (i) after the words and figures "or section 13", the words, brackets, letters and figures "or contravenes the provisions of any rule made under clause (f) or clause (g) of sub-section (2) of section 25 or of any regulation made under clause (e) or clause (f) or clause (g) of section 26," shall be inserted;

- (ii) for the words "for its failure to comply with such recommendation", the words "for such failure or contravention," shall be substituted.

8. *Insertion of new section 27.*—After section 26 of the principal Act, the following section shall be inserted, namely:—

"27. *Power to delegate.*—(1) The Commission may by regulations made under this Act, delegate to its Chairman, Vice-Chairman or any of its officers, its power of general superintendence and direction over the business transacted by, or in, the Commission, including the powers with regard to the expenditure incurred in connection with the maintenance of the office and internal administration of the Commission.

- (2) No regulation shall be made under this section except with the previous approval of the Central Government."

9. *Transitional provisions.*—Every member of the Commission holding office as such immediately before the commencement of this Act, shall continue to hold such office after such commencement until the reconstitution of the Commission in accordance with the provisions of the principal Act, as amended by this Act:

Provided that the person holding, immediately before the commencement of this Act, the office of the Chairman, shall continue to hold that office by the same tenure and upon the same terms and conditions as he held it immediately before such commencement.

10. *Repeal.*—The University Grants Commission (Amendment) Act, 1970 (27 of 1970), is hereby repealed.

भाग 7—भारतीय निर्वाचन आयोग (Election Commission of India) की वैधानिक अधिसूचनाएं

तथा अन्य निर्वाचन सम्बन्धी अधिसूचनाएं

### ELECTION DEPARTMENT NOTIFICATION

Simla-2, the 6th September, 1973

No.3-23/73-Elec.—The Election Commission of India's Notification No. 82/3 of 1972/HP-LA/73, dated the 10th August, 1973, containing the Judgement dated the 15th May, 1973, of the High Court of Himachal Pradesh at Simla in Election Petition No. 3 of 1972, is hereby published for general information:—

By order,  
L. TOCHHAWNG,  
Chief Electoral Officer,  
Himachal Pradesh.

### ELECTION COMMISSION OF INDIA NOTIFICATION

Nirvachan Sadan, Ashoka Road,  
New Delhi-1, the 10th August, 1973

No.82/3 of 1972/HP-LA/73.—In pursuance of section 106 of the Representation of the People Act, 1951 (43 of

1951), the Election Commission hereby publishes the Judgement, dated the 15th May, 1973 of the High Court of Himachal Pradesh in Election Petition No. 3 of 1972.

### IN THE HIGH COURT OF HIMACHAL PRADESH SIMLA-1

Election Petition No. 3 of 1972  
Date of Decision May 15, 1973

Shri Beli Ram Bhalaik, Petitioner through Shri H.S. Thakur, Advocate.

Versus

Shri Jai Behari Lal Khachi and Another Respondents through Sarvshri Chhabil Das, D.P. Sood, Advocates for R. No. 1 Shri R.K. Bhardwaj, Advocate for R.No. 2.

For approval and signature.

The Hon'ble Mr. Justice D.B. Lal, J.

The Hon'ble Mr. Justice.

1. Whether approved for reporting?



2. Whether there are remarks about the quality of the Judgement.

CORAM:—

D.B. LAL, J.

Shri Beli Ram Bhalaik was a candidate for election which took place in March, 1972 for Membership to Himachal Pradesh Legislative Assembly from 6-Kumarsain Assembly Constituency and having lost that election, has preferred this election petition under sections 80, 81-A, 81 and 84 of the Representation of People Act, 1951 (hereinafter to be referred as the Act) against the winning candidate Shri Jai Behari Lal Khachi and one Shri Kishori Lal the third candidate who too has lost in the said election.

The facts alleged by the petitioner may now be stated. A notification was issued by the Governor of Himachal Pradesh calling upon the Assembly Constituencies of Himachal Pradesh to elect Members and the said notification was published in the Rajpatra (Extraordinary) Himachal Pradesh dated, 1-2-1972. According to the programme for election for 6-Kumarsain Assembly Constituency the last date for filing the nomination paper was 8-2-1972, the date of poll was 5-3-1972, and the date of counting and declaration of result was 12-3-1972. Accordingly the polling took place as per above noted programme and the counting was also conducted by the Returning Officer, Mahasu District, on 12-3-1972 at Metropole Hotel, Simla, where the District Office of the Returning Officer, was located during the relevant period of time. As per result declared by the Returning Officer, the number of votes polled by respective candidates were as below:—

Total votes polled ..	15,050
Invalid votes ..	372
Shri Jai Behari Lal Khachi ..	7,336
Shri Beli Ram Bhalaik ..	7,218
Shri Kishori Lal ..	124

Accordingly Shri Jai Behari Lal Khachi was declared elected from the aforesaid constituency.

The petitioner contends that sufficient grounds exist for the election of Khachi to be void inasmuch as several acts of corrupt practices within the meaning of section 100(1)(b) of the Act were committed, either by Khachi or by his agents with his consent and connivance. It is submitted that Khachi is an influential person and he has been a Member of the Legislative Assembly from a long time. He has influence upon local official who were out to help him in the election. One of such officers was Shri A. C. Gupta, S.D.O., P.W.D., Kumarsain, who was a strong and ardent supporter of Khachi. He had directed all the mates and beldars of the P.W.D., who were working on Baragaon-Matiana road, to support Khachi and almost all of them agreed and undertook to do so. In this manner Khachi interfered in the free exercise of the electoral rights of such mates and labourers. He also received the assistance of a gazetted officer in furtherance of the prospects of his election. In the alternative, it was pleaded that even if Khachi was not directly concerned with the influence so exerted by Shri A. C. Gupta, his agents were responsible for it and the result of the election was materially affected in favour of Khachi within the meaning of section 100(1)(b)(ii) of the Act.

One of the workers of the Petitioner Bhalaik, namely Tara Chand Sirkek was driving his jeep on the night of 3rd March, 1972, from Baragaon to Kumarsain and passed through Kengal in connection with the election campaign of the petitioner. A large number of workers and supporters of Khachi, at his instance or with his

consent and connivance, chased the aforesaid jeep of Sirkek and showered abuses upon him. They even threatened that they would destroy his jeep and would not permit him to work within the constituency. This had instilled fear in the mind of Sirkek and also demoralized other voters and supporters of the petitioner. In this manner, undue influence was exercised which was a corrupt practice.

According to petitioner, the people residing within this Assembly Constituency are backward, superstitious and believe in deities and their influence upon day-to-day life. Khachi according to petitioner, played upon the sentiments of these people and won over the "gurs" the media through which the 'devta' conveys his message, so that these 'gurs' got a promise from Khachi of some benefits to them or to the worshippers and in lieu thereof distributed 'chavals' (rice) to the devta at the houses of the villagers and thus conveyed the message of the devta to them for casting vote in favour of Khachi. In particular he won over the Gur Chet Ram of 'Kalu Nag' devta of Jadun on 24-2-1972. Khachi called a meeting at the temple and offered Rs. 11 to the deity. Chet Ram gur was sent by him to distribute 'chavals' in villages Barru, Kathla, Roni and Kelvi. Similarly Khachi won over Balak Ram gur of Devta "Doom" of Guthan. On 4-3-1972 Balak Ram Gur distributed chavals to persons residing in villages Kadrol, Mahri Mahasu and Dhar and got a promise from them to vote for Khachi. Those persons who did not take chavals of these two deities from the hands of that two gurs, were forced to caste vote because the 'gurs' threw 'chavals' inside their houses and in this manner brought them under the influence of the deity.

Khachi, according to petitioner, gave out that the Government was setting up a temple committee and the properties belonging to deity would be transferred to such committee. In this manner, he influenced the worshippers by saying that in case he is voted and returned as member to the Assembly he would see that the temple properties are not transferred to such committees. That was again a corrupt practice of bribery committed by Khachi in furtherance of his election prospects.

It is contended that one Saran Pat is the President of Gram Panchayat Kelendi. He is near relation of Khachi. The said Panchayat used to receive applications for nautor land. Saran Pat told the people that nautor would be granted to them only if Khachi is voted. In this manner, bribery was offered and undue influence was exerted which was a corrupt practice.

To facilitate the water supply from the scheme meant for village Pauchi, 26 galvanised iron pipes were supplied by Shri A. C. Gupta, S.D.O., to the Block Development Office, at the instance of Khachi. It is stated that the said water supply scheme was not the concern of the P.W.D., and hence the iron pipes should not have been supplied. This was an act of bribery and also an act of assistance received from gazetted officer for the furtherance of election prospects.

The Government had given a water supply scheme to the residents of villages Jajali, Khorvi and Bharang within this constituency. The residents of these village were not paying water charges and hence the water supply was stopped to their houses. Khachi with the help of Shri A. C. Gupta, restored the water supply to the villagers. This was done as an act of bribery to the voters.

Similarly undue influence was also exerted upon them to vote for Khachi. Besides this, Shri A. C. Gupta, assisted Khachi in his election and pleased the voters. In this connection, the petitioner made a reference to the case of one Chet Ram 'Bal' who did not succumb to the in-



fluence of Shri A.C. Gupta and was penalised by him. It was stated that Chet Ram Bali had paid the water charges but still his connection was not restored.

On 27-2-1972 an election meeting was addressed by Khachi at Kangal. The meeting was presided over by one Shri Jawala Prasad and a demand was made, *inter-alia*, for a water supply scheme to that area. It is stated that Khachi give out categorically in his speech that the water supply scheme was already sanctioned and pipe connections would be available from 1-3-1972. This fact was subsequently corroborated by Shri A. C. Gupta, S.D.O., when Bhalaik and Jawala Prasad asked him to corroborate the statement of Khachi. The petitioner contended that the water supply scheme was not, in fact, sanctioned uptill that date. The survey of the scheme was only made. With this false propaganda made by Khachi he assured votes in his favour. He exerted undue influence and also made use of Shri A. C. Gupta, S.D.O., to further his election prospects.

One Anant Ram resident of Gram Panchayat Shivan was given a false certificate at the instance of Khachi, so that he could claim double amount of compensation for his house which was being acquired for Kingal-Suni road. This was an act of bribery committed by Khachi to win over Anant Ram.

Shri P. C. Sharma was the D.F.O., at Kotgarh and being a friend of Khachi, actively supported him by influencing his Deputy Ranger Thakur Singh and Forester Mast Ram. He threatened them so that they gave votes to Khachi and also asked other to give vote to him. Subsequently on 27-3-1972 Thakur Singh was also given a beating by P. C. Sharma, because according to information received, he had not supported Khachi. This was another instance of undue influence caused upon voters and illegal support received by Khachi from the D.F.O.

According to the Petitioner, a marriage party had gone from Dhakola to Baragaon on 4-3-1972. The persons who accompanied the 'barat' were asked by Khachi to take the conveyance of Basant Lal Gaggal for their return journey on the morning of 5-3-1972 in order to, facilitate their voting. Accordingly Basant Lal Gaggal took his power wagon (gattoo) to Baragaon on the evening of 4-3-1972 and brought the marriage party back in it upto Swara Khud. From there, the marriage party went on foot to Koti Polling Station and cast their vote in favour of Khachi.

On 7-2-1972 Kishori Lal respondent was seen travelling in a jeep with Shri A. C. Gupta, S.D.O., from Kingal to Simla. This was done at the instance of Khachi, as according to petitioner, Kishori Lal was brought to file his nomination paper and to stand in the election in order to defeat Bhalaik. The petitioner's case is that both Kishori Lal and Bhalaik belong to Kotgarh area and Khachi made Kishori Lal to stand in the election to cut the votes of Bhalaik. The petitioner submits that Khachi paid the security money of Kishori Lal. He also defrayed his others election expenses. It is contended that joint election meeting used to be held of Khachi and Kishori Lal. Accordingly a meeting was held at Kumarsain on 2-3-1972 and was addressed by both Khachi and Kishori Lal. In that meeting Kishori Lal stated that in case he was not to be voted in the election, instead of his Khachi should be voted and not Bhalaik. According to petitioner, this was an act of bribery committed by Khachi inasmuch as he influenced Kishori Lal and made him to stand in election in order to cut the votes of Bhalaik.

Finally the petitioner submitted that numerous illegalities and irregularities were committed in the conduct of

the election including the counting which was done on 12-3-1972. There was improper reception, refusal or rejection of votes. Similarly according to him, there was reception of void votes. Clear cases of non-compliance of the provisions of the Act and rules were detected. Ballot papers were tampered with by Shri A.C. Gupta, S.D.O. He was formerly appointed presiding officer for Kumarsain. At the eleventh hour he was substituted by another person. The ballot papers thus remained with Gupta for 2 to 3 days and, according to Bhalaik, he tampered with such papers. At Kelvi polling station, said the petitioner, 25 voters whose names duly appeared in the electoral list were not permitted to cast their votes. According to him, unauthorised polling agents were admitted inside the polling stations and they influenced the voters. Election duty certificates were not issued by the N.T. Kumarsain to deserving officials who were deputed at polling stations where they were not registered. At polling station "Kumarsain", 5 infirm persons according to petitioner, were conducted by one and the same person to cast their vote. This was against the rules, as one and the same person could not be employed for the work. Similarly cases of false personation are detected and andered-votes were cast. Some persons also cast votes for the dead and under faked names. The ballot paper account were not properly kept. Finally, the counting was not properly done. According to petitioner, the counting staff was sumptuously entertained by Khachi at the Clark's Hotel and they were all inclined to favour him. Votes were wrongly credited in favour of Khachi. At table No. 5 one complete bundle of 50 votes belonging to Bhalaik was credited to Khachi. The borde line cases were all decided in favour of Khachi. The petitioner submitted that he was compelled to appoint some of his counting agents in a hurry and as such inexperienced hands came to attend the counting. The votes were sorted out at a fast speed. The inexperienced counting agents of the petitioner could not detect the mistakes. The petitioner could not give his application for re-count within the prescribed time. He had sent one Tara Chand Sirkek to bring a written application from the Congress Office. When the application was received, Sirkek could not enter the counting hall as he was stopped by the security staff. The result was that the application for re-count could be produced, before the returning officer long after the prescribed hour. It was, therefore, rejected. No opportunity was afforded to Bhalaik for a re-count.

Upon these allegations the petitioner prays that a re-count should be ordered in the first instance and, as a result of re-count, he is declared elected, a decision to be made in his favour. He has further prayed that the election of respondent No. 1 Khachi be declared void and for the corrupt practices committed by him he should be disqualified from standing in the election for such period as the Court deems fit to prescribe for him.

The petition is contested by Khachi respondent No. 1 Kishori Lal has not filed any written statement. There is a general denial by Khachi of nearly every ground set out in the petition. It was stated that full particulars of corrupt practices alleged by the petitioner were not given. Accordingly, the petitioner was asked to furnish such particulars given the names of the parties alleged to have committed such corrupt practices and the dates and places of the commission of each such practice. The petitioner gave some particulars which have been made part of the record. It is denied by Khachi that he had any association with Shri A. C. Gupta, S.D.O., or that he ever asked him to influence his mates or beldars. In fact, no such undue influence was ever exerted by Gupta upon his subordinates. About Sirkek, it was denied that

any of the workers of Khachi threatened him or chased his vehicle as alleged by the petitioner. Khachi stated, that he is religious minded. He does believe in "Devi Bhagwati" and as such went to 'Sharri Devi' for "Darshan". However he emphatically denied that he had won over the gurs Balak Ram or Chet Ram, or asked them to distribute chavals. He did not offer Rs. 11 to devta Kalu Nag on 24-2-1972 nor did he convened a meeting there. According to Khachi, Chet Ram is only "Chhota Gur" of devta Kalu Nag, while the 'Bera Gur' is one Nantu whom Khachi produced as witness. He denied that he approached Chet Ram or Nantu or Balak Ram for distribution of chavals. In fact, no chavals were distributed, nor any votes were solicited by appealing to the influence of the deity. According to Khachi, the people belonging to 6-Kumarsain Constituency which includes Kotgarh area, are quite literate and progressive. They are not blind followers of the deity. They could not have come under the evil influence of the gur. was alleged by the petitioner.

According to Khachi, there was no proposal with the Government for the constitution of temple committees so that there could be any danger to the properties of temples being transferred to such committees. There was thus no question, according to Khachi, to get propagated that he should be voted in order to save the temple properties from being given to such committees. About Saran Pat, he affirmed that he is a relation of his, but denied that any propaganda was made by Saran Pat that he would grant nautor only on one condition that Khachi is voted. According to respondent, the petitions for nautor are recommended by Panchayat by a resolution. The granting authority is the Deputy Commissioner and not the Panchayat. It was denied by him that A. C. Gupta gave 20 galvanised iron pipes to Block Samiti for Pauchi water supply scheme. Similarly it was denied that A. C. Gupta got restored the water supply to the people of the villages Jajali, Khorvi and Bharaug, although they had not paid the charges. About Chet Ram Bali, he expressed total want of knowledge. He neither asked A. C. Gupta to influence Chet Ram Bali nor to put him to any harm. About the Kangal meeting on 27-2-1972, he admitted that the said meeting was addressed by Jawala Prasad, but no such speech was given by him that the water supply scheme was already sanctioned. Subsequently A. C. Gupta also, according to Khachi, never affirmed that the scheme had already been sanctioned. That was a fantastic statement. The scheme was at the survey stage and there was no question of it being already sanctioned on that date. About Anant Ram as well, Khachi denied that any false certificate was procured by him to facilitate double payment of compensation.

Khachi stated that he had no acquaintance with P. C. Sharma, D.F.O. He did not ask him to influence Thakur Singh, Deputy Ranger or Mast Ram Forester. In fact, no support was given by P. C. Sharma in his election. According to Khachi, the entire story is a got-up one based on no evidence. About Basant Lal Gaggal, he emphatically denied that any 'Gattoo' was sent to Baragaon to bring the 'barat'. In fact Khachi asserted that he did not extend any promise to the members of that 'barat' to bring them in any vehicle for giving their votes at Koti. It was stated that the route from Baragaon to Koti did not pass via Sawara Khud. The other shorter and more convenient route was a different one.

Khachi denied that he made Kishori Lal to stand in the election. According to him, Kishori Lal had in fact cut his own votes. It is further stated on his behalf, that both Kishori Lal and Balak belong to Kotgarh area,

while Khachi belongs to Kumarsain area. Therefore, the votes of Kotgarh area were to be divided between Bhalaik and Kishori Lal. If Kishori Lal was unpopular, which is clear because he received only 124 votes, the advantage went to Bhalaik. He got the remaining votes of Kotgarh area. Khachi was not benefited in any manner. He denied that he paid the security money or defrayed any election expense of Kishori Lal. Similarly he denied that A. C. Gupta brought Kishori Lal in his jeep on 7-2-1972 at his instance. It was stated that Kishori Lal C.P.I. candidate and had his own election machinery. He was all throughout compaining. No joint election meeting took place of his with Khachi. Similarly the meeting at Kumarsain on 2-3-1972 was not a joint meeting but an exclusive meeting of Khachi.

About the counting it was stated that a *prime facie* case is not made out in favour of Bhalaik for calling for a re-count. According to Khachi, the law was observed to the latter. The rules of counting were followed. Shri S. K. Alok, I.A.S., Deputy Commissioner, Mahasu, was the Returning Officer. All the three candidates were present. There were 8 counting tables and on each table 5 members of the counting staff and 2 counting agents of the candidates were present. Besides them, there was other supervisory staff. According to Khachi, it is totally wrong that any mistake was committed in the bundling of ballot papers or that any wrong credit was given by passing on to him one or more bundles of votes belonging to Bhalaik. He denied that he ever entertained the counting staff. The border line cases were decided by the Returning Officer. The candidates were given full opportunity of raising objections. Tara Chand Sirkek according to Khachi never left the counting hall and Bhalaik was satisfied with the counting. Before declaring the final result, the Returning Officer did wait for a couple of minutes and even asked the candidates if they had any objections as regards counting. Bhalaik could have immediately stated that he wanted a re-count. He did not do so. On the other hand, Sirkek and Bhalaik both congratulated Khachi after the election was declared. All had gone out peacefully when Bhalaik reached the Congress Office, asserts Khachi, the higher-ups told him to move an application for re-count. Accordingly the application was written and brought to the Returning Officer. The result was declared at 1.30 P.M. and the forms were signed by the Returning Officer. The application was brought at 2.05 P.M. and re-count could not be ordered under law.

It was emphatically denied by Khachi that unauthorised polling agents were appointed or that unauthorised persons got access to polling stations. Rather the polling was peaceful and everyone entitled to vote was given every facility. It is wrong to state that 25 voters were stopped from casting their votes at Kalvi Polling Station. There was no occasion for A. C. Gupta, S.D.O., to have tampered with the ballot papers.

Therefore, according to Khachi, the election petitioner deserves dismissal with costs to him.

The pleadings of the respective parties gave rise to the following issues which were framed for decision:—

**Issue No. 1.**—Whether the petitioner can, in the first instance, ask for re-counting of votes before any other preliminary issue can be entered into?

**Issue No. 2.**—Whether the petition does not contain a concise statement of the material facts on which the petitioner relies, and whether the petition does not set forth full particulars of any corrupt practice that the petitioner alleges, as provided in section 83(1)

(a)(B) of the Representation of People Act, 1951. If so, its effect?

**Issue No. 3.**—Whether the respondent No. 1 or his election agent or any other person with his consent or with the consent of his election agent, has committed all or any of the alleged acts of corrupt practice as mentioned in paras 5 and 8 of the petition. If, so, what are the consequences and can the election of the respondent No. 1 be declared void?

**Issue No. 4.**—Whether improper reception, refusal or rejection of any vote or the reception of any vote which is void has taken place, and whether any non-compliance with the provision of the Constitution or of the Representation of People Act, 1951 or of any rules or orders made thereunder, has been committed as alleged in para 6 of the petition. If so, has the result of the election in so far as it concerns the respondent No. 1 been materially affected? If so, can his election be declared void?

**Issue No. 5.**—Whether the petitioner is entitled to the inspection of ballot papers and their recount for the reasons alleged in para 7 of the petition.

**Issue No. 6.**—Whether the petitioner is entitled to a declaration that he has been duly elected?

**Issue No. 7.**—To what relief, if any, is the petitioner entitled?

### FINDINGS

**Issue Nos. 1 and 2.**—These issues were treated preliminary and were decided on 25-8-1972. As I have stated before, full particulars were supplied by the petitioner. It was, however, held that recount could not be ordered at the preliminary stage.

**Issue No. 3.**—The grounds for declaring the election void have been pleaded on behalf of the petitioner as contained in section 100(1)(b)(d)(iii)(iv) of the Act. It has been stated that Khachi or his agent with his consent or connivance committed corrupt practices. Besides, that, the election in his favour was materially affected by improper reception, refusal or rejection of votes, or reception of vote which was void and also by non-compliance with the provisions of the Act or rules or orders made thereunder. It has to be stated that the very outset that failing direct association of Khachi with these acts of corrupt practice or with other acts of improper reception, refusal or rejection of votes, or of non-compliance with the provisions of the Act or rules made thereunder, no evidence worth the name would be left to associate him indirectly with the help of his agent or agents who might have committed these acts with his consent or connivance so that the election was materially affected in his favour and thus afforded a ground to the petitioner to declare the election void. Therefore, the emphasis all along has been to associate Khachi directly with the commission of these acts of corrupt practice as well as the other acts under section 100(1)(b)(d)(iii) and (iv) of the Act. I shall then at once advert to these alleged acts of corrupt practice and other irregularities which for sake of convenience can be stated in chronological order.

The very first act of corrupt practice was stated to be committed on 7-2-1972 a day before the filing of the nomination paper. It is stated by the petitioner that Kishori Lal was brought by A.C. Gupta, S.D.O., in his jeep from Kingal to Simla and this was done at the instance of Khachi. Tara Chand Sirkek (PW 18) stated that

he was coming with Bhalaik on 7-2-1972 in his own jeep and saw the vehicle of Gupta between Oddi and Kumarsain. He had seen Kishori Lal sitting in the jeep and Gupta bringing him to Simla. So stated Bhalaik (PW 27). However, he stated that the jeep met them between Kumarsain and Narkanda. Besides these two witnesses, there is no other evidence to substantiate this ground. Tara Chand Sirkek is not only a relation of Bhalaik but has been a close associate with him during the election campaign. This he has admitted. If one reads the statements of Sirkek and Bhalaik in this connection, one cannot avoid the feeling that, Sirkek is an alter ego of Bhalaik. They can hardly be considered independent witnesses to prove such a ground. As against, them both Kishori Lal (DW 17) and Gupta (DW 16) denied that Gupta brought Kishori Lal on 7-2-1972 in his jeep for filing the nomination paper. Gupta asserted that he was not known to Khachi and did not help him in the election. He further stated with reference to his official diary that on 7-2-1972 he was travelling between Kumarsain and Jarol in a truck. He did not go in a jeep and hence it was impossible for any one to have seen Kishori Lal sitting in the jeep and coming to Simla. Gupta did not even know Kishori Lal and only heard his name that he was also one of the candidate's. Similarly Kishori Lal (DW 17) stated that he did not know Gupta either. He heard his name only in the Court. He never came in his jeep on that day. He denied that he canvassed for Khachi or was made to stand in the election by him. He emphatically stated that he neither heard about Gupta, nor saw him at any time, nor knew him in any capacity. With such categorical statement of Kishori Lal it is difficult to believe that Gupta ever brought him to Simla. As I have stated before, both Sirkek and Bhalaik were close associates and they could hardly be believed when they stated about this ground taken in the petition.

The next event chronologically is of 8-2-1972 and 9-2-1972 when at the Coffee House of Simla, Sirkek as well as Bhalaik had talks with Kishori Lal. It is stated by Sirkek (PW 18) that he was sitting in the Coffee House on 8-2-1972 and Shri Kishori Lal entered. He made him sit on his table and resumed his talk. According to Sirkek, Kishori Lal told him that he was not spending anything in the election and that Khachi had met his expenses. Kishori Lal further stated that his security was also given by Khachi. Sirkek, however, admitted that Kishori Lal was C.P.I. candidate, although in the beginning when he filed his nomination paper he did not mention that fact. Bhalaik (PW 27) is the other witness who supported Sirkek. He stated that on 9-2-1972 he met Kishori Lal and attempted to take him to the Congress Office. He did not agree and so he persuaded him to go to the Coffee House. There he had a talk and Kishori Lal told him that he was prepared to withdraw in case Khachi agreed and asked Bhalaik to approach Khachi in that connection. It is apparent in both these talks, Khachi has not played any direct part. It is not established that any agent of Khachi was working behind this alleged setting up of Kishori Lal against Bhalaik. About the talk which Sirkek had with Kishori Lal on 8-2-1972, Bhalaik had to say so many details for which even Sirkek did not testify. For example, according to Bhalaik Kishori Lal stated that he was enemy of Bhalaik and wanted to take revenge from him and that he was determined to fight election against him. Sirkek, of course, did not give all these details. It appears, Bhalaik knew something more that Sirkek seems to have conveyed to him. It is abundantly clear that the witness Sirkek is very thick and thin with Bhalaik petitioner. Besides these two witnesses who are highly interested, there is no other evidence involving Khachi in this affair. As against these witnesses of the

petitioner, Kishori Lal (DW 17) gave his statement and categorically denied that he was either made to stand by Khachi or that his election expenses were met by Khachi. He stated that he was financed by his party and that he was C.P.I. candidate and could not have withdrawn from the election. It is true that he secured a very few votes but, according to Kishori Lal, that was due to the unpopularity of his party. In the previous election too, he was a candidate and at that time he had secured 1,400 votes. Kishori Lal (DW 17) stated that he is not even on speaking terms with Sirkek and so there was no question of his having any talk with him in the Coffee House. The witness stated that he was conducting his own election campaign till the last day of the election. He was official candidate for the CPI and was allocated symbol. He stated that he had himself paid the security. He is a member of the CPI from 8 to 10 years. Khachi denied that there was any political alliance between him and the CPI party. He, of course, denied that he had any alliance with Kishori Lal or paid his expenses. He said that he was not to be benefited, in any manner by making Kishori Lal stand in the election. Both Kishori Lal and Bhalaik, according to Khachi, belong to Kotgarh area of the constituency. If Kishori Lal lost his votes, the gain was of Bhalaik and not of Khachi. Therefore, it was not established that any such talk took place between Sirkek or Bhalaik and Kishori Lal on 8th or 9th February, 1972.

On 22-2-1972 Khachi admitted that he had gone to Sharri Devi for 'Darshan'. He admitted that he had made the offering of Rs. 5. According to Khachi he is a worshipper of Goddess Bhagwati and therefore, he had faith in Sharri Devi. He denied that any appeal was made by him in the name of Sharri Devi for votes in his favour. There is no evidence whatsoever that any appeal on ground of religion was made by Khachi with reference to Sharri Devi.

It is stated that on 24-2-1972 Khachi went to Kalu Nag temple of Jadun. He held a meeting there and offered Rs. 11 to the deity. According to petitioner, Chet Ram gur (PW 12) was engaged by him to distribute chavals. The two witnesses who have come to support this distribution of chavals are Chet Ram gur (PW 12) and Atma Ram (PW 11). Before adverting to their statements, it may be appropriate to deal with this question in its general aspect. The distribution of chavals, according to Khachi, is an act of benediction which he preferred to call "chavals of suphel", that is to say blessing of the deity given at the temple itself. According to Khachi, chavals are never distributed for any private purpose invoking the aid of the deity in furtherance of that purpose. Whenever one goes to the temple and makes offering, chavals are given in token of blessing conferred upon him by the devta. Besides this, chavals could be distributed for any material gain for the deity itself. These are never distributed for the benefit of any private individual. According to Jawala Prasad (PW 16) chavals are given by way of oath but only at the temple itself. He was asked as to whether it was a fact that oath by distributing chavals is given only in the presence of the devta, the witness replied that it should be given like that, although he had no personal experience. In this manner Jawala Prasad who was formerly ADM and now a retired hand, did not subscribe to the theory of chaval distribution to facilitate election of a private individual. The other witnesses of the petitioner who have stated generally about chaval distribution are Sadh Ram (PW 25) and Bhalaik petitioner (PW 27). Sadh Ram (PW 25) is again a close associate of Bhalaik. He is a Congress worker and has held several offices under that organisation. He is an ex-M.L.A.

It appears from the statements of witnesses that it was Sadh Ram who procured the person who came to depose about the chaval-distribution. Therefore, Sadh Ram is again a highly interested witness. The deity of Sadh Ram (PW 25) is Kalu Nag of Jadun. He is Pujari by caste and his own son is 'pujari' of that temple. That is how he is familiar with Chet Ram gur of that deity and was successful in producing him in favour of the petitioner. According to Sadh Ram (PW 25) the wish of the devta is conveyed through chavals and a directive is supposed to be given to a person who takes chavals to act according to the wish of the devta. If the wish is not fulfilled, a penalty is imposed and Sadh Ram submits that the defaulter has to sacrifice a goat before the deity or he would have to meet the expenses of the devta who makes a journey to his house and takes rest there. The witness very significantly stated that in order to receive a directive from devta so that the gur goes distributing chavals, the believer has to appear in the temple and make sacrifice of a goat. Only thereafter he would obtain the service of the gur for distribution of chavals. The witness was informed that Khachi also did like that. There is absolutely no evidence otherwise regarding this fact, and Khachi was not even asked as to whether he went to sacrifice the goat before the deities of these temples so as to take the services of the gurs. It was not difficult to produce such evidence if really a goat sacrifice was made by Khachi at the two temples. According to Sadh Ram, unless goat-sacrifice were made the services of the gurs could not be obtained. The witnesses Sadh Ram did not himself get chavals distributed at any time. In his presence also, no gur ever distributed chavals to anybody. He cannot give any other instance when such chavals were distributed. Thus the statement of Sadh Ram is hardly convincing and does not prove the distribution of chavals. On the other hand, he establishes the general practice attached to the distribution of chavals, the significant feature thereof being the sacrifice of goat to be done by the person intending to distribute chavals. Bhalaik (PW 27) stated that he had an election office at Matiana and they were collecting information at that office about the distribution of chavals. Whatever information was conveyed to that office was recorded and documents were retained which were available even after the filing of the petition. Still no such document was produced in the Court. Sadh Ram (PW 25) is associated with Matiana and he was naturally interested in Bhalaik. From this it is concluded that the witnesses were procured at Matiana and the story of chaval distribution was introduced. Khachi (DW 18) very much stated that chavals are never distributed by gur in the villages. He did not get any such chavals distributed. It is not even customary to distribute chavals for election purpose. The respondent knows Sadh Ram and submitted that the latter is a prominent worker of the Congress. He is president of Mahasu Congress Committee and was a member of Territorial Council as Congress candidate from 1957 to 1962. He is 'Pujara' by caste. His deity is Kalu Nag of Jadun. He is also pradhan of Jadun Panchayat. He is Chairman of the Block Development Committee, Theog. The villages where the chavals were distributed fall within Kelvi Panchayat which is part of Block Development Theog of which Sadh Ram is the Chairman. According to Khachi, Sadh Ram wields considerable influence upon the witnesses and that is why he managed to produce them in Court. It is further stated by Khachi that in the previous election petition (Ex. DW 12/1) which Bhalaik filed against him, a similar plea was taken regarding distribution of chavals in the name of deities. From this Khachi inferred that the petitioner was prone to take such false pleas. The petitioner had withdrawn



the previous election petition. According to Khachi, the chavals are distributed inside the temple which are of benediction of 'suphal'. Sadh Ram (PW 25) has also a grouse against Khachi because he was removed from the office of Chairman of the B.D.C. Theog at the instance of Khachi. Therefore, the distribution of chavals does not take place in the manner stated by the petitioner and his witnesses. As stated by Jawala Prasad (PW 16), chavals are given inside the temple by way of oath and not outside the temple premises. Since the practice of chaval distribution is not proved by any dependable evidence, it is difficult to believe that such a practice was invented for the first time in furtherance of the cause of election.

I would then take up the evidence which exists for chaval distribution and relates to Kalu Nag devta of Jadun. The petitioner relied upon the statement of Chet Ram gur (PW 12) and Atma Ram (PW 11) and no other witness. In support of chaval distribution, Sadh Ram (PW 25) is uncle of Chet Ram gur (PW 12) and being highly interested in Bhalaik, managed to produce him in the case. Sadh Ram's son is a 'Pujari' of Kalu Nag. He commands great influence in the village where worshippers of Kalu Nag reside. That is how Atma Ram (PW 11) comes up and supports the petitioner. Atma Ram (PW 11) stated that he took the chavals and threw them away. Lateron he changed his statement by saying that he kept those chavals in his pocket because the consecrated chavals could not be thrown. From his statement, at first it appeared that he was himself present when Chet Ram gur (PW 12) distributed chavals to others. Lateron, it was deciphered from his statement that he was in fact not present but perhaps saw everything while sitting at his house. He stated that he did not see Chet Ram gur giving chavals to anybody on any other day. He said that Manohar Lal was given chaval at the shop of Niharku. This person is a cobbler by caste. According to Atma Ram, the gur never visits the house or shop of a cobbler. The witness then stated that Manohar Lal did not go to the shop of Niharku but had gone to the house of Kamna Ram and there the chavals were given. The witness at first stated that he was present at the house of Kamna Ram and saw the chavals being given to Manohar Lal. Then he changed his statement by saying that he looked from his own house and did not visit the House of Kamna Ram. Bhalaik met the witness at Matiana and asked him about the chaval-distribution. He stated that people told him that Chet Ram gur had given chavals to them. Thereafter he started saying that he himself saw Chet Ram distributing chavals to others. These prevarications in the statement of the witness entirely discredit his testimony. Chet Ram (PW 12) claims to be the exclusive gur of the devta. This by itself is wrong because one Nantu (DW 14) is the senior gur while Chet Ram is the junior gur. This is proved by the statement of Nantu (DW 14) which is supported by the notice dated 21-1-1973 (Ex. DW. 14/1) given to Nantu and his reply dated 16-2-1973 (Ex. DW. 14/2). Some of the members of the committee wrote down to Nantu that he was not a gur and should not function as such. Nantu at once replied that the notice was given for some ulterior motive because the witness was to appear in favour of respondent and that he was the senior gur and performing the duties of that office for 35 or 40 years. In this connection, another piece of evidence is worth noting. In his previous election petition (Ex. DW. 12/1) dated 10-4-1967 Bhalaik had taken the plea of 'chaval' distribution and he had named Nantu as gur of Devta Kalu Nag of Jadun. When Bhalaik was asked about the contents of that petition, he exhibited ignorance. Therefore, Chet Ram (PW 12)

could not be claimed to be the exclusive gur. According to Chet Ram, Khachi had called a meeting at the temple and had offered Rs. 11 to the deity. He stated that whatever offerings are made, these are written in a register and receipts are issued. Similar entry was made for Rs. 11 offered by Khachi. Still the register containing the entry was not produced. Some independent witness could be examined to prove the meeting which took place at the temple. This was not done. Instead highly interested witnesses Atma Ram and Chet Ram gur were produced. Chet Ram (PW 12) stated that he had gone to several villages to distribute 'chavals'. It seems he travelled in one day about 6 miles and was absent from his duties up to 6 P.M. There was hardly any occasion for him to do so. At any rate, it is not proved what material gain to him was promised by Khachi. The witness no doubt stated that Khachi had told him that he would please him, but did not give any details as to what he meant by saying so. In his cross-examination, the witness forgot that he had to state about the meeting which took place at the temple. His statement rather indicated that no such meeting took place at the temple. According to him, Khachi came alone to the temple and after giving offering, went away alone from the temple. In this manner, he did not support his earlier version that a meeting took place at the temple. He stated that he demanded nothing in return from Khachi, nor the latter offered anything to him. There was thus no incentive for Chet Ram to have travelled to so many villages for distribution of 'chavals'. Chet Ram admitted that Sadh Ram is his 'bradar'. He had not received summons, and came to court at the instance of someone who was sent by Bhalaik to call him. He had no acquaintance whatsoever with Bhalaik from before. The indication is that Sadh Ram (PW 25) was behind the scene and procured him as witness.

Against the two witnesses, Atma Ram and Chet Ram gur produced by the petitioner, the respondent, Khachi relied upon his own statement and upon the statements of three witnesses Budhi Ram (DW 8), Jagat Ram (DW 11) and Nantu gur (DW 14). Budhi Ram (DW 8) is a believer of devta Kalu Nag of Jadun. He stated that Anant Ram (DW 14) is the senior gur. According to him, the 'chavals' are distributed at the temple itself and nowhere else. Khachi did not assemble any meeting at the temple, nor did he address any meeting. He denied that Chet Ram distributed any 'chavals'. The witness is a resident of Chiundi which is about 1½ miles from Jadun.

According to him, Khachi did not visit the temple at all on the day he came to the village. He stated that 'chavals' are not distributed in the village for any material gain as stated by the petitioner. Jagat Ram (DW 11) is also a believer of devta Kalu Nag. He is resident of Kelvi where according to the petitioner, the 'chavals' were distributed. He affirmed that Nantu (DW 14) is the senior gur. According to him, 'chavals' are only given inside the temple and not outside in the villages. Chet Ram gur never distributed any 'chavals' during election days. According to the witness, 'chavals' are distributed for 'suphal'. The followers assemble in the general meeting at the temple and the gur tells them as to what work relating to temple is to be done, and 'chavals' are given to the community for collection of funds. According to the witness no meeting took place at the temple which was addressed by Khachi. Nantu gur (DW 14) of course stated that he is senior gur and Chet Ram is junior gur. Khachi did not come to the temple nor did he call any meeting there. Sadh Ram's son is 'Pujari' of the temple. According to the witness, Sadh Ram is uncle of Chet Ram and their 'Khata' is joint. In the presence of senior gur, according to witness, the junior gur never performs

any duties. Therefore, if the 'chavals' were at all to be distributed, Nantu would have done that and not Chet Ram. According to Nantu, 'chavals' are distributed if any work regarding any material gain to 'devta' is to be done and not otherwise. No 'chavals' are distributed in furtherance of election prospects. He is gur from 35 years which fact is also stated in his reply to the notice which he received from a few members of the temple committee. He stated that the members of the committee knew that he would appear as witness for Khachi and therefore, the notice was sent, as they were all supporters of Bhalaik. Khachi respondent (DW 18), of course, denied that he went to the temple of Kalu Nag and held a meeting there.

After the evidence of the parties was closed, Bhalaik moved an application for production of further evidence relating to the appointment and removal of Nantu gur and the distribution of 'chavals'. This was clearly an attempt to fill up the gaps and hence the document, which is a true copy of the proceeding of the committee of that temple, cannot be of any help to the petitioner. This is clearly an after thought and the members of the committee were made to write down a resolution in the form of question and answers containing information as to the constitution of the committee, the appointment of Chet Ram is the only gur of the temple, removal of Nantu from the office of gur, distribution of 'chavals' by the gur inside villages and even the meeting which took place at the temple at the instance of Khachi and the offering of Rs. 11 made by him on 24-2-1972. It was not difficult to write down such proceedings in the register. The clear indication is that the petitioner very well realised that Nantu would be held to be a gur and that there was hardly any evidence for Khachi to have gone and held a meeting there and for offering of Rs. 11 which he is supposed to have made at the temple. Similarly there was hardly any evidence for distribution of 'chavals.' That is why, such proceedings were got written and questions were asked and answers given, in a manner, so as to support the case of the petitioner. Such an attempt having been made to procure a false document is indicative of the weakness in the case realised by the petitioner. This document produced with the petitioner is, thus, a piece of faked evidence which can hardly assist the petitioner.

It has been vaguely stated in the petition that the Government had constituted temple committee and Khachi made a propaganda that private properties belonging to temples would be entrusted to such committee. It was also stated that the Government was not permitting to cut timber from the forest area belonging to the temple of devta Doom. Khachi procured that permission which was given by the Deputy Commissioner. Besides that, Khachi also made a propaganda that Harijans would be permitted to enter the temple and thus they would be committed defilement of temple premises. According to him, the Congress candidate if he wins that election, would start Harijan-entry in the temples. As I have stated before, these were vague allegation there is hardly any evidence to substantiate either them. Atma Ram (PW. 11) who was produced to state about the temple of Jadun, submitted that Khachi had told Chet Ram gur that the Congress party would destroy the temple and forfeit its property and that Harijans would be allowed to enter the temple. There is a word in the petition regarding the destruction of temple properties or entry of Harijans. There is no doubt an allegation in the petition for the constitution of a temple committee and properties being transferred to such committee. In fact, the witness Atma Ram (PW 11) admitted that Harijans were not being

allowed to enter temples even otherwise, and therefore Khachi did not make any contribution in prohibiting their entry. Rather the statement of Khachi is that he has all along been a supporter of Harijan-entry to the temples. Mansa Ram (PW 13) who came to state about the temple of devta Doom of Kadrel, also stated that higher caste people did not permit the Harijans to enter their houses, what to say of temples. He was asked the specific question that Khachi was all along asking for Harijan-entry. The witness of course, denied the suggestion. He was again asked in cross-examination that Khachi was making a propaganda that he would permit Harijan entry into temples. The witness did not hear any such propaganda being made by Khachi. It is, therefore, sufficient to hold that Khachi was rather in favour of Harijan-entry and not against it. Charaion (PW 14) is a worshipper of Doom devta. He stated about the jungle which belonged to the devta. According to him, Khachi stated that the said jungle would be saved from confiscation if he is voted in election. The witness Charaion is brother of Mansa Ram (PW 13) who is a Congress worker. Bhalaik actually made arrangements for the stay of these witness at Simla. Bhalaik petitioner stated that he had gone to the temple of devta Doom on 25-2-1972. The people told him that out of the forest area that belonged to devta Doom, they wanted to auction the trees but Government was not permitting them to do so. Afterwards the petitioner learnt that Khachi brought those persons to the Deputy Commissioner Shri Alok on 1-3-1972 and obtained permission for the auction of trees. There is no evidence besides the statement of the petitioner in support of the contention. Not a word was asked from Shri S.K. Alok (DW 13) in that regard. Even the petitioner had no personal knowledge of this fact. He came to state whatever was told to him by others. Balak Ram (DW 10) is the gur of devta Doom. He denied that they had any talk with Khachi about the auction of the jungle belonging to the deity. In this manner he negated the statement of the petitioner. According to Balak Ram gur, the Harijans themselves do not come to the temple. They are also not permitted by high caste people to enter the temple. Khachi is not to be blamed for any such discrimination. At any rate, he did not avail of this discriminatory treatment to further his election prospects. Khachi respondent, of course, denied that he ever brought anyone from devta Doom to get permission for the auction of the forest. He also denied that he made any propaganda that the Congress candidate was in favour of Harijan-entry and thus got sympathy from the voters who were not in favour of Harijan-entry to the temple. Khachi denied that he went to the office of the Deputy Commissioner or that he told the members of the managing committee of devta Doom that their forest land would be restored. According to Khachi, no such temple committee was constituted by the Government. Therefore, the evidence of the petitioner is highly deficient in support of these allegations.

The next event in the order of dates is of 27-2-1972, namely, the Kangal meeting in which Khachi was present and gave a speech. The allegation in the petition is that in that meeting Khachi stated about the water supply scheme of Kangal area. According to petitioner, he said that the scheme was already sanctioned and the supply of water would start from 1-3-1972. Thereafter on 28-2-1972 when Bhalaik was present along with Jawala Prasad at Kangal, A.C. Gupta, S.D.O., happened to pass by. Upon enquiry from him Gupta corroborated Khachi and stated that the scheme was already sanctioned and the water supply would be resumed in a day or two. According to petitioner, it was a clear case of



undue influence and also an assistance received from a gazetted officer under clause (7) of section 123 of the Act. Khachi submitted that Jawala Prasad (PW 16) was staunch supporter of Bhalaik. He denied that he told anything of that sort in his speech. The water supply scheme was under survey and the sanction was yet to come. How could he state that the scheme was ready or that the water supply would be resumed in a day or two?

The petitioner examined in support of this alleged corrupt practice two witnesses besides giving his own statement. They are Jawala Prasad (PW 16) and Chet Ram Bali (PW 20). Jawala Prasad stated that he presided over the Kangal meeting and Khachi gave that speech as it was an election meeting of Khachi himself. As president of that committee, Jawala Prasad had placed three demands before Khachi, upgradation of middle school, motorable road and drinking water scheme for the village. According to the witness, Khachi told in his speech that the Chief Engineer had sanctioned the water supply scheme and that the demand of the villagers was already met with. The witness was supported at the statement. According to him, the scheme was not yet finalised. A few days thereafter the witness found Narain Dutt Pradhan (DW 15) and his brother Govind Ram making propaganda in the village that the scheme was already sanctioned and the water supply would start from 1-3-1972. The witness further stated that on 28-2-1972 Bhalaik arrived in the village. He was sitting with him at the residence of one Brahma Nand. A.C. Gupta, S.D.O. passed by that way. Bhalaik wanted confirmation from Gupta about the supply of water as a result to the alleged sanction of that scheme. Gupta at that time told that if the information had come from Khachi the scheme must have been sanctioned and the water supply would be given. Jawala Prasad was a Congress worker. When the water supply was not given on 1-3-1972, he could have very well told the villagers that the information conveyed by Khachi was wrong and in fact the scheme was not finalised. However, he did not do that. At any rate, he could have mitigated the influence of Khachi by making that propaganda. There is absolutely no evidence to indicate as to which of the voters were actually influenced by this propaganda or how many votes were achieved by Khachi on that account. The plea has been left entirely vague at that stage. Bhalaik petitioner (PW 27) affirmed that he was sitting at the house of Brahma Nand Gautam on 28-2-1972 and asked Gupta about that scheme. The statement of Khachi was corroborated by Gupta at that time. As against this evidence Khachi gave his own statement and produced two witnesses Narain Dutt (DW 15) and A.C. Gupta (DW 16). The former is president of Kangal Panchayat, while the latter is the S.D.O., P.W.D. Narain Dutt (DW 15) was present in that election meeting which was presided over by Jawala Prasad. According to him, Khachi never stated that the water supply scheme was already sanctioned. Rather he said that he would make efforts that water supply is made available to the village. The witness being president of the Panchayat was more likely to be present in the meeting. He was not a supporter of anybody in the election and therefore, appears, to be quite independent. Gupta, S.D.O. (DW 16) also denied that he visited village Kangal or had any talk with Bhalaik regarding the scheme. He might have met him and according to him he could not have stated that the scheme was already complete. However, he admitted that Jawala Prasad had asked him about the scheme. He never named Khachi or anybody as concerned with that. The witness also did not tell him that the scheme was already complete. Khachi respondent, of course, stated that he never gave that speech in the meeting. A sugges-

tion was made to Khachi that Gupta, S.D.O. was also present in that meeting. This was absolutely a wrong suggestion. Neither Jawala Prasad stated that Gupta was also present, nor Gupta was asked that he had attended that meeting. According to Khachi, the scheme was at the survey stage uptill that date. At that stage, there was no occasion for him to state in the meeting that the water supply would start from 1-3-1972. Thus this allegation made in the petition has also remained unsubstantiated, by any independent evidence.

It is then submitted by the petitioner that on 29-2-1972 Gupta, S.D.O., had gone to village Khalnali at the house of Mast Ram (PW 1) and there he stated to the mates and beldars to vote for Khachi. According to petitioner, this was a corrupt practice of undue influence as well as support which Khachi received from a gazetted officer. In support of this plea, the petitioner produced four witnesses: Mast Ram (PW 1), Dile Ram (PW 2), Jai Nand (PW 3) and Sis Ram (PW 4). From the statements of these witnesses it appears that they have been procured by Mast Ram who actually went and collected them and brought them to Court. Their stay expenses have been met by the petitioner. Mast Ram (PW 1) significantly stated that Gupta did not tell them that Khachi had asked him to get the support of mates or beldars. It is therefore, evidence that Khachi had nothing to do directly or indirectly with this affair. Besides this, it is not proved that Gupta at all made any such propaganda. Mast Ram (PW 1) did not receive any summons from the Court. Nobody informed him that he had to appear as a witness. He came by himself. But according to Dile Ram (PW 2) Mast Ram came to him in the village and told that both were to appear as witness. According to Dile Ram, they came separately and were staying at different place. The witness could not tell the name of the hotel or the place where he was staying. Jai Nand (PW 3) on the other hand stated that all of them came together by bus. According to Sis Ram (PW 4) Mast Ram and Jagat Ram had brought a letter from Bhalaik and so they had to come to give their statements. Mast Ram (PW 1) could not name any of the English calendar months; still he was able to give '29-2-1972' as the date when Gupta was supposed to have arrived. Despite that propaganda made by Gupta, these persons remained unaffected because according to Mast Ram they all voted according their own wish. Although Mast Ram stated that his wheat crop was not damaged, but Dile Ram preferred to state that a lane of 6 feet was already dug up inside his wheat field and therefore the wheat crop must have been damaged by that time. Jai Nand (PW 3) gave the impression for the first time that Gupta had gone to the house of Mast Ram and was taking tea there when this talk took place. Mast Ram brought him and told him that he was to appear as a witness. He further told that all were to go together. The witness was a polling agent for Bhalaik. He is also a Congress worker. He did not complain to any person about that talk which Gupta had with the mates and beldars. Sis Ram (PW 4) also arrived without receiving any summons. They had all come together at the instance of Mast Ram. He also did not complain to anybody about that talk which Gupta had with them. According to Khachi respondent, Jai Nand (PW 3) and Sis Ram (PW 4), harbour enmities because they had come to him for some work which he could not do. It is also significant that in the particulars demanded from the petitioner, the name of either these four witnesses does not appear and entirely different names are given of the persons who were affected by that propaganda of Gupta. It is, therefore, clear that these four witnesses have been procured at the eleventh hour

for obvious reasons. In fact no such talk took place between Gupta and these witnesses.

As against this evidence produced by the petitioner, the respondent Khachi besides giving his own statement produced Gupta (DW 16) and two P.W.D. mates Narsukh (DW 6) and Manna (DW 7). All the three stated that no such talk took place. It is correct that Gupta was supervising the construction work at that place on Baragaon-Matiana Road. He might have gone to village Kahamali on 29-2-1972. According to Gupta, he stayed for a couple of minutes for inspecting the work. Thereafter he went away. He did not collect the mates or beldars at the residence of Mast Ram, nor did he give any such talk to them. Narsukh (DW 6) was working as mate on that road in February, 1972. He was working in village Kahamali near the house of Mast Ram. According to him, he did not ask them to assemble at the house of Mast Ram. According to the witness, it is incorrect that Gupta had any such talk with them that they were to support Khachi in the election. Manna (DW 7) was similarly working as mate in February, 1972 on that road. According to him, Shri Gupta came and checked the labour and inspected the work. Thereafter he left the spot. He did not collect them at the residence of Mast Ram or Rup Lal, nor did he tell them anything about the vote to be given to Khachi. Gupta himself was not sure as to whether he reached Kahamali village on 29-2-1972. He was no doubt on tour during 27-2-1972 to 29-2-1972. He could not name the villages which existed on that road and hence could not be sure if Kahamali was one of such village. As far as he remembered he did not visit Kahamali village. To his knowledge Kahamali did not fall within the ambit of his tour on that day. He does not know the situation of Kahamali village. When the witness does not know the situation of said village, how could he be sure that he did not visit that village on 29-2-1972 for which the other two witnesses had stated. Therefore, Gupta might have visited that village while going on the road. Gupta denied that he collected the mates and beldars at the house of Mast Ram or told them to vote for Khachi. In fact, Gupta is not acquainted with Khachi for any special reason. They are not even on visiting terms. He does not know Rup Ram. He took his food on road side on 29-2-1972. Khachi of course, stated that he never asked to support him in the election or to canvass for him. When asked about his acquaintance with this officer, he stated that he knew him only as an officer posted in his constituency. He had no further acquaintance with him. About Jai Nand (PW-3), he stated that the witness wanted his son's posting at a particular place and he could not oblige him. About Sis Ram (PW 4), he stated that there was some dispute concerning the marriage of the sister of Sis Ram, but he could not oblige him in that connection. Therefore, according to Khachi, these two witnesses are inimical to him.

With this evidence on record, it is difficult to hold with any amount of certainty, that Gupta made that propaganda amongst the mates and beldars, and as such this corrupt practice alleged by the petitioner is not substantiated.

The petitioner contended that Saran Pat is the president of Gram Panchayat Malendi. He is a close relation of Khachi. On 29-2-1972 he made a propaganda that only such person would be given nautor grants who would vote for Khachi in the election. It is not denied that the Panchayat is not the sanctioning authority of nautor grants. By a resolution of the Panchayat recommendations are no doubt made for grant of nautor land. It is not denied by Khachi that Saran Pat is his relation. However, he emphatically denied that any such pro-

paganda was made by Saran Pat. Jhinia (PW 9) and Sufi Ram (PW 10) are the two witnesses procured by the petitioner in support of this allegation. Out of them, Jhinia (PW 9) clearly denied that he had any such information. He did not give any application for nautor and so he could not state if Saran Pat was helping Khachi. Sufi Ram (PW 10) is not named in the particulars submitted by the petitioner. Therefore he is not one of those persons who were influenced by Saran Pat. Sufi Ram (PW 10) however, stated that he was going to village Sonedhar and passed near the house of Saran Pat. He called him and told that his application for nautor would only be granted if he would support Khachi. From statement of the witness it is evident that either he did not give any application for nautor or did not effectively pursue it. He had sent his application in the month of November or December but did not know where his application was and if it was decided. He did not take any receipt for the giving of the application. He did not go to the authorities to take any information about his application. It is, therefore, concluded that the witness had not given any application for nautor. Bhalaik sent a person to him and he was asked to come and to appear as a witness. He had no acquaintance with Bhalaik and so it is difficult to understand how he was picked up when he was not even named in the particulars supplied by Bhalaik for this plea of corrupt practice. The witness had no talk whatsoever with Bhalaik about the propaganda of Saran Pat, nor did he tell about that talk of Saran Pat to anybody else. The statement is thus entirely unconvincing. Khachi respondent, as I have stated before, admitted that Saran Pat is his relation and President of Malendi Panchayat. He denied that either Saran Pat made that propaganda or he approached him to make that propaganda in his favour. According to Khachi, every Panchayat receives such application for the recommendation. The granting authority is different than the Panchayat. Resolutions are passed in the Panchayat and therefore Saran Pat could not have any individual say in the matter. Therefore, the petitioner has again failed to substantiate this corrupt practice against the respondent.

The other plea of the petitioner with reference to clause (7) of section 123 of the Act related to P.C. Sharma, D.F.O., it is stated on 28-2-1972 this officer influenced Mast Ram Forester and asked him to canvass for Khachi, and that on 29-2-1972 he influenced Thakur Singh, Deputy Ranger and asked him to tell others to vote for Khachi. The petitioner examined both Thakur Singh (PW 23) and Mast Ram (PW 24). From the statement of Thakur Singh (PW 23) it appears he has a long-standing enmity with P.C. Sharma, D.F.O. Therefore, he was too glad to appear as witness, so that P.C. Sharma, D.F.O., is maligned and tainted, to have worked for Khachi. It is stated that P.C. Sharma while going in jeep with Thakur Singh told the latter that he should tell the right holders who would come for timber distribution, so that they vote for Khachi. Despite this propaganda, Thakur Singh did not tell a word to right-holders and as such did not pay attention to the advice of Sharma. Thakur Singh complained that Sharma had given him a beating on 27-3-1972. For this beating, he did not give the reason in his complaint that Shri P.C. Sharma was angry because he had not done the work entrusted to him in support of Khachi. According to the witness, Sharma gave him the threat on 29-2-1972 and said that he would be met with dire consequences if he would not support Khachi. But the witness did not get written any police report for that threat. He met Shri Lal Chand Prarthi Minister and also the Chief Conservator of Forests. He did not tell them that Sharma was angry because of that threat which he had given for the election work to

support Khachi. Thus the statement of Thakur Singh (PW 23) is not convincing and he would be of no help to the petitioner.

Similar is the fate with Mast Ram (PW 24). According to him, Sharma called him at his office on 26-2-1972 and asked him to canvass for Khachi. The witness did not comply with his request and did not tell anybody in the village to support Khachi. P. C. Sharma has actually charge-sheeted both Thakur Singh and Mast Ram for dereliction of duty. According to Sharma, these enquiries were pending from before he took over as D.F.O. Therefore, it is clear he did not initiate the disciplinary proceedings. As an officer attached to the officer, he had to continue those disciplinary proceedings, the two witnesses became angry with Sharma because of these disciplinary proceedings. Mast Ram (PW 24) did not complain to anybody that Sharma was exerting pressure upon him in election matters. As against these witnesses, the respondent produced P.C. Sharma (DW 1) and also gave his statement. The witness Sharma stated that he had to continue the previous disciplinary proceedings in public interest. He denied that he took any part in the election, nor did he tell either of these persons to support Khachi. Thakur Singh had sent his complaint to the Chief Minister and strange enough, he had not mentioned in that complaint that Sharma was supporting Khachi and was displeased with him because he did not comply with his orders in that connection. Khachi respondent, of course, stated that he did not ask P. C. Sharma to canvass for him nor did Sharma ask his subordinates to support him. He had no special acquaintance with Sharma except that he was one of the D.F.O's. posted in the constituency. From this evidence, it is easy to hold that the petitioner has failed to make out the allegation of corrupt practice with reference to P.C. Sharma, D.F.O.

The next event is of 29-2-1972 when Bhalaik petitioner went to Jajali and the people informed him that Khachi held a meeting there. According to Bhalaik a water supply scheme was sanctioned for Jajali, Khorvi and Bhareug. The villagers had not paid the water charges and so their supply was stopped. Khachi told the people to support him in the election. In lieu thereof he asked Gupta, S.D.O. to resume the water supply although the payment was not made. Chet Ram Bali (PW 20) is the only witness produced by the petitioner in support of this ground. He stated that he was victimised because he supported Bhalaik, although he had paid the water charges. According to Chet Ram Bali, his water connection was discontinued on 27-2-1972 which fact appears to be incorrect. Satya Prakash Sud, Section Officer, P.W.D. (DW 3) filed documents which proved beyond doubt that the water connection of Bali was discontinued temporarily on 11-4-1972 vide (Ex. DW 3/2) which is a letter of Assistant Engineer to Bali of 24-4-1972. According to (Ex DW 3/1) the water connection was given to Bali on 9-10-1971 and the supply continued. He was asked to affix the meter which was a condition precedent for the granting of that connection. He did not comply with that direction. When his water connection was discontinued on 11-4-1972, Bali made a complaint to the Chief Minister on 22-4-1972 [Ex. DW 3/(3)]. A report was sent to the Executive Engineer by Gupta. Bali himself wrote to Gupta on 13-5-1972 as to why he was asked to affix the meter (Ex. DW 3/4). All these documents proved beyond doubt that the water connection of Bali was never stopped before the election was over. It was temporarily stopped on 11-4-1972 when Bali did not comply with the direction of getting the meter fixed up. It is, therefore, entirely wrong to state that Bali was victimised because he had supported Bhalaik in the election. The statement of Bali is

definitely falsified because of all this. He admitted that whatever payment he made was made on 2-4-1972 which was long after the election was over. Bhalaik stated that sometimes in April, 1972 he telephoned to the Superintending Engineer which led to the restoration of water connection to Bali. The circumstances under which the water connection was restored by the documentary evidence and it is difficult to believe that the water connection of Bali was stopped because he had not supported Khachi in the election. The respondent Khachi gave his statement and produced Gupta S.D.O. He also examined Sat Prakash Sud, Section Officer (DW 3) who brought the record to confront the statement of Bali. Gupta stated that Khachi never asked him to restore the water connections to the village people of Jajali, Khorvi and Bhareug. About Chet Ram Bali, he stated that his water connection was stopped in the month of April, or May, 1972 because the condition precedent of installation of meter was not complied with. It is wrong to state that the water connection was stopped because of any election threat. According to Gupta, Bali had misused the water and had also committed other irregularities. He did not instal the meter and thus defied the direction. When his water connection was stopped he interfered with the construction and laid down a pipe line upto the source of water. Gupta had to take action against him and he got removed the connecting pipe. The result was a complaint sent by Bali to the Chief Minister. Gupta sent a detailed report of that complaint to his Executive Engineer. Khachi respondent (DW 18) does not even know when the water supply was stopped to the village people or when it was opened for them afterwards. Similarly he is ignorant about the matters connected with the case of Bali. Thus, this contention of bribery and undue influence has also remained unsubstantiated.

There was yet a third water supply scheme for village Pauchi. It is stated by the petitioner that the said scheme was sponsored by the block development committee. Khachi told the villagers that he would expedite the scheme and Gupta helped him by sending 20 galvanised iron pipes to the block office for utilization in that scheme. According to petitioner this was done on 3-3-1972. Besides the petitioner himself, there is no other witness in proof of this allegation of bribery and illicit help obtained from Gupta. The petitioner has only heard about the visit of Khachi and supply of pipes by Gupta. He has no personal knowledge about this. As against him, A.C. Gupta (DW 16) denied that he supplied any galvanised iron pipes to the block samiti for that scheme. Khachi (DW 18) has similarly denied that he asked Gupta to give any galvanised iron pipes to facilitate that scheme. The denial of Gupta and Khachi are sufficient to disprove this allegation of corrupt practice.

In respect of the date 3-3-1972 there is another serious allegation which pertains to the alleged threat given to Sirkek by the workers of Khachi. The case of the petitioner is, that Sirkek was travelling in his jeep between Baragaon and Kingal late in the evening of 3-3-1972. The workers of Khachi chased the jeep of Sirkek in a bus. They showered abuses upon him and stated that they would break his jeep and would also beat him in case he would canvass for Bhalaik in Baragaon or near about that area. The plea is decidedly a ground of undue influence under section 123 of the Act. The petitioner produced Sirkek (PW 18) and Hira Nand (PW 26) in support of this ground. According to Sirkek, he had reached Baragaon at 9 P.M. and was taking his food in the Hotel of Hira Nand (PW 26) who is also booking clerk at the motor stand there. While Sirkek was sitting in the hotel, 20 or 25 workers of Khachi were also present.

Although Hira Nand could hear their talk about the threat etc., yet Sirkek remained unaware of the conspiracy. He left his jeep standing outside the hotel and went to his residence. It is surprising why the workers of Khachi who were 20 or 25 did not destroy the jeep during the absence of Sirkek. Obviously their intention was to destroy the jeep for which they had given the threat. When Sirkek left in his jeep for Kumarsain, these workers forced Anokhi Ram, driver to take them in his bus which was a public transport, upto Bhareri where Sirkek was found sitting in his jeep. While going in bus, it is stated, the workers of Khachi showered abuses and uttered words of threat to Sirkek. No police report was lodged for this incident. The entire episode appears to be a made-up story. Sirkek is a relation of Bhalaik. He is an important member of Congress organisation. He worked both as polling agent and counting agent for Bhalaik. He also played another important part as, according to him, he brought Kishori Lal to the coffee house and elicited information from him about the election expenses of Kishori Lal met by Khachi. Therefore, the statement of Sirkek could only be believed provided that there was dependable corroboration. Sirkek stated that he did not report the matter to the police. The bus had not stopped but went on its way while those persons sitting in the bus showered abuses.

It is also impossible to believe that Anokhi Ram would have taken the bus which was Government property for such an illegal journey. Hira Nand booking clerk did not report the missing of the bus to the authorities. He did not call Anokhi Ram to task for participating in that illegal act. Hira Nand PW 26) stated that the workers of Khachi were staying in the hotel that they would overturn the jeep of Sirkek and would somehow remove him so that he might not be able to work for Bhalaik. The bus of which Anokhi Ram was the driver had to start at 7 A.M. on the next morning for its prescribed route. The workers of Khachi, according to the witness, brought back the bus at 6 A.M. on the next morning. Therefore, the entire detention of the bus was illegal. Still no action was taken by Hira Nand booking clerk or by Anokhi Ram driver. Hira Nand had the opportunity of informing Sirkek about that conspiracy. Still he did not inform Sirkek by going to his house and telling him in confidence that he should not proceed to Kumarsain because the conspiracy was already hatched against him. According to Hira Nand, the jeep was all along standing in front of the hotel and Sirkek was absent as he had gone to his quarter. The workers of Khachi were shouting and were loudly giving threat to Sirkek. Thus, it was not difficult for Sirkek to have himself come to know about the conspiracy. Four of the workers of Bhalaik were also present in the hotel at the time the threat was given. Why did not anyone of them inform Sirkek from before? Hira Nand did not send any complaint to his Department against Anokhi Ram. It is curious enough that the driver was not produced by any party. Bhalaik himself stated that he got a telephonic message from Sirkek one day before the election that he was threatened and his jeep was chased on 3-3-1972. Thus the petitioner has no personal knowledge about this threat given to Sirkek. Khachi of course, denied that any of his workers extended that threat to Sirkek or chased his jeep while going in a bus. He did not ask any of his workers to give a threat to Sirkek. Whatever evidence the petitioner has given for this threat is totally unconvincing and this ground of attack has also remained unproved.

A.C. Gupta, S.D.O., was admittedly appointed presiding officer for Kumarsain polling station. According to him, he came to Simla on official duties. He was present

at Simla on 4-3-1972 and was only relieved at 7 P.M. on that day. Mohinder Lal, General Assistant to the Deputy Commissioner was informed by Gupta that it might be difficult for him to reach back Kumarsain in time so that he could preside at the polling station on 5-3-1972. Accordingly Mohinder Lal sent a wireless message to the Assistant Returning Officer, Kumarsain who went to the house of Gupta and got back the sealed bundle of ballot papers which he entrusted to another presiding officer who had to perform duties in place of Gupta at the polling station. The petitioner has his apprehensions that Gupta must have tampered with the ballot papers. For this, there could absolutely be no substance. The packet of the ballot papers was a sealed one. It was given in sealed condition to the succeeding Presiding Officer. This fact is clear from the memorandum (Ex. PW 7/B) of Shiv Datta teacher who succeeded Gupta as Presiding Officer. According to Mohinder Lal, G.A. (PW 7), Gupta had received the sealed packet on 2-3-1972. The same sealed packet was delivered to Shiv Datta on 4-3-1972. Gupta had come to the office of the witness (PW 7) on 4-3-1972 and told him that the weather was bad and he might find it difficult to reach back in time. Accordingly the witness sent a wireless message to the Naib-Tehsildar, Kumarsain directing him to make alternative arrangement and also to take the sealed packet of ballot papers from the residence of Gupta. Gupta himself denied that he had tampered with the sealed packet. He had, rather kept it as such in a locked almirah and the keys were with his wife. When the Naib-Tehsildar, Kumarsain reached his house, he got back the sealed packet from his wife. In this manner the surmise made by the petitioner is not substantiated by any evidence. This ground is also not made out in his favour.

In the order of dates, according to petitioner, the second distribution of 'chavals' took place on 4-3-1972. This distribution related to the temple of devta Doom of Guthan. It has already been discussed above that the practice of 'chaval' distribution in villages for improving election prospects is not borne out from the evidence of the record. The practice, rather is to give 'chavals' of benediction by way of 'prasada' in the presence of the deity itself. If a meeting is held and some work concerning the temple is to be performed, 'chavals' are given and subscriptions are collected for such a work. It has never been the practice anywhere to distribute 'chavals' for persons benefit or for election purposes. Apart from this, the evidence for this second distribution of 'chavals' too is totally unconvincing as has been the case regarding the first distribution of 'chavals' of devta Kalu Nag. The petitioner has produced four witnesses Harijans by caste and perhaps inter-related in proof of this distribution of 'chavals'. These witnesses are: Mansa Ram (PW 13), his brother Charaion (PW 14), Niharku (PW 15) and Padam Singh (PW 17). Mansa Ram runs a shop at Kadrol. According to him, Balak Ram gur came to him and threw the 'chavals' inside his shop. The witness had refused to take the 'chavals'. He is a Congress worker and was also doing thekedari at Matiana. Bhalaik met him by chance at Matiana and a talk took place about the distribution of 'chavals'. That is how the witness was produced. The witness further stated that he had not told till then anybody else for the distribution of 'chavals'. According to him, gur does not enter the shop or the house of the Harijan. That is why perhaps Balak Ram had thrown chavals from outside. Still, according to witness, Balak Ram, stayed at his shop for 10 to 15 minutes. Charaion (PW 14) is the brother of Mansa Ram (PW 13). He is also Harijan but the gur Balak Ram entered his house and threw 'chavals' because he



cept them. Mansa Ram brought these refused to Simla for evidence. Bhalaiik petitioner witnesses arrangements for their stay in a Hotel. Niharku made also stated about the distribution of 'chavals' (Balak Ram. He was sitting with Charaion (PW) and Balak Ram came inside the house and threw the chavals. Balak Ram was already sitting at the house of Charaion from before when the witness reached there. Being Harijan, how could the gur enter the house of Charaion and was sitting there from before. Niharku admitted that all of them came together to Simla and Mansa Ram brought them. The arrangements were made by Bhalaiik. Padam Singh (PW 17) is similarly stated that Balak Ram gave him the 'chavals' and he kept them in his pocket. Bhalaiik met him at Matiana and the witness is also a Harijan and the gur must not have gone to his house to give chavals. The witness could not tell the names of those persons who received 'chavals' and who did not go to cast vote because of the fear of the 'devta'. He was an employee of Mansa Ram (PW 13) in the 'thekedari' business and thus three of the witnesses Mansa Ram, Charaion and Padam Singh are closely connected with each other. Mansa Ram is highly interested to depose in favour of the petitioner. He has set up these witnesses. The petitioner has, therefore, failed to adduce independent evidence for distribution of 'chavals'. Significantly, Balak Ram gur has been produced by the respondent, and he categorically denied that any 'chavals' were distributed by him in furtherance of the election prospects of Khachi. According to Chet Ram, 'chavals' of 'suphal' are given and are never distributed inside villages. The chavals are given before the deity itself. According to Balak Ram gur, the respondent never came to the village of devta Doom and did not ask him to distribute 'chavals'. Khachi respondent also stated that he never asked Balak Ram gur to distribute 'chavals'. When Balak Ram gur himself denied distribution of 'chavals', how could the four Harijan witnesses of the petitioner be believed as they were admittedly under the influence of Mansa Ram who is a close associate and worker of the petitioner.

The last item of corrupt practice relates to 4-3-1972. The petitioner submitted that Khachi had gone to village Koti and told the people to vote for him. It was stated that a marriage party was to go from village Dakotu to Baragaon on 4-3-1972. It would have been difficult for the member of that party to return back for voting, until arrangement for their conveyance was made by Khachi. According to petitioner, Khachi sent the power wagon or 'gattoo' of Basant Lal Gaggal to Baragaon. The voters were brought in that 'gattoo' upto Sawara Khud from where they marched on foot upto Koti and gave the vote in favour of Khachi. The corrupt practice decidedly falls under clause 5 of section 123 of the Act. It may, however, be stated at the outset that there is no allegation, much less proof, of the fact that the voters who travelled in the 'gattoo' did not pay for the expenses of their journey. That was a necessary ingredient because unless it is held that a free lift was given to voters, the conduct would not fall in the mischief of corrupt practice. In this connection, the learned counsel for the respondent relied on *Jashbhai Chuniabhai Patel versus Anver Beg A. Mirza* (A.I.R. 1969 S.C. 586) wherein the scope of section 123(5) was considered. The requirement of the law is that in addition to proving the hiring or procuring and the carriage of electors to and from any polling station, it should also be proved that the electors used the vehicle free of cost to themselves. The burden of proof is again on the petitioner to prove this fact. There is not even a suggestion in the petition that the voters were given conveyance free of cost,

what to say of proof. This omission would, therefore, be a fatal defect and the ground would be unsustainable.

Besides this, the evidence produced for 'gattoo' conveyance is also devoid of any truth. Chet Ram (PW 5) and Amar Singh (PW 6), both brothers, are the two witnesses who have come to support the petitioner. It is to be noted that neither of them is named in the particulars which are given by the petitioner. Their names do not appear in the list of witnesses given by the petitioner to substantiate this ground of attack. Chet Ram (PW 5) stated that the entire barat was of 14 or 15 persons and all of them had boarded the 'gattoo' while coming to Sawara Khud. According to the other witness Amar Singh (PW 6), the 'barat' consisted of 50 or 60 persons and only 15 or 16 out of them had come by 'gattoo'. The witness Chet Ram did not know the name of the father or the bride or of anybody else of her family. According to him, the 'barat' had reached Baragaon at 6 P.M., but according to Amar Singh (PW 6) the 'barat' had reached in the night at 11 or 12 P.M. Chet Ram stated that the 'gattoo' was found standing at 6 P.M. and Basant Lal Gaggal met them and promised to take them from the village at 7 A.M. on the next morning. Amar Singh on the other hand stated that they had a talk with Basant Lal Gaggal at about 3 A.M. in the night, and got up at 6 A.M. and started in the 'gattoo'. With these prevarications, the two statements hardly inspire confidence. Besides this, while coming to Koti they had to encounter steep climb. There was another shorter route which did not go via Sawara Khud. According to Durga Singh (DW 4) and Charan Dass (DW 5) who had also gone to attend the 'barat', they had never come back in 'gattoo'. They had rather come back on foot by the other shorter route. In that shorter route there is no steep climb which is admitted on all hands. The witnesses Chet Ram and Amar Singh are brothers of Jagat Ram who was polling agent for the petitioner. All the three brothers live jointly. Apparently, Jagat Ram has procured these two witnesses for the petitioner. As stated by Durga Singh (DW 4) and Charan Dass (DW 5), the two witnesses produced by the petitioner did not even accompany the 'barat'. The witness Amar Singh (PW 6) could not tell at first the name of the father of the bridegroom or any of his relations who brought him for the marriage. Similarly he did not know the name of the father of the bride or any of her relations. Basant Lal Gaggal (DW 2) very much denied that he had taken his 'gattoo' for bringing the 'barat' from Baragaon. In fact, his 'gattoo' was out of order and was standing at Datnagar throughout the months of February and March, 1972. It was only repaired in May, 1972. Durga Singh (DW 4) is a relation of Thakur Singh whose marriage party had gone to Baragaon. The witness naturally accompanied the 'barat'. He denied that any 'gattoo' had arrived to bring them back to Koti. While coming back, they had followed the other shorter route and had travelled on foot. The witness had given the distance, if one has to go to Koti via Sawara Khud, the distance is about 20 miles. The other route is much shorter and is hardly 12 or 13 miles. The shorter route is also more convenient as compared to the longer one. Charan Dass (DW 5) had similarly gone to attend the 'barat'. He gave a similar statement. Charan Dass stated that Chet Ram and Amar Singh (PWs) had never accompanied the barat. According to Durga Singh, these witnesses have no relationship with Thakur Singh. As such there was no occasion for them to have accompanied the barat. Khachi respondent denied that he made an offer to the persons accompanying the barat to bring them in any conveyance for voting. He stated that the other route was longer

and more arduous as there was great steep in between. The shorter route is much convenient without any steep. It is, therefore, disproved that any vehicle was sent by Basant Lal Gaggal and the voters were brought in such a vehicle.

This exhausts the list of corrupt practices alleged by the petitioner. It is abundantly clear from the discussion made above that none of the corrupt practices has been established against the respondent. There is not an iota of evidence to uphold that besides, the respondent any agent of his with his consent or connivance committed any corrupt practice.

Whenever a charge of corrupt practice by a returned candidate is made against him, it has been held that the nature of charge is quasi-criminal and somewhat strict proof is required from the petitioner to prove such charge. It has been contended by the learned counsel for the petitioner that for some of the corrupt practices there was no specific denial from the side of witnesses. The provision made in the section 87 of the Act, no doubt emphasis that the election petitions are to be tried "as nearly as may be" according to the procedure laid down in the Code of Civil Procedure. In considering the question, namely, whether a corrupt practice can be held to be proved merely because there is no specific denial from the side of any witness, the election tribunal cannot overlook the fact that the onus to prove the essential ingredients of section 123 (4) of the Act is on the election petitioner and the charge being of quasi-criminal nature requires a much stricter proof. A mere omission on the part of any witness to deny a corrupt practice in such a situation would not be sufficient. In the present case, it could not be stated that either of the witnesses produced by the respondent failed to deny the specific charge of corrupt practice. The trend of cross-examination definitely indicated that the respondent and his witnesses denied the charge of corrupt practice. It is not possible to hold that the strict rule of pleadings prescribed by Code of Civil Procedure could be blindly invoked in Election proceedings of this type. In this connection, reference can be made to the observations made by their Lordships of the Supreme Court in *Dr. Jagjit Singh Vs. Giani Kartar Singh* (A.I.R. 1966 S.C. 773). To the same effect is the observation of the Supreme Court in *Magraj Patodia Vs. K. Birla* (A.I.R. 1971 S.C. 1295). The plea of corrupt practice is held to be somewhat a kin to a criminal charge and a more cogent and conclusive evidence is required to be given by the petitioner to prove such charge. Although in all respects a charge of corrupt practice cannot be equated to a criminal charge, yet the burden of proof always lies upon the petitioner. While discharging the burden satisfactorily, the petitioner cannot depend on preponderance of probability which is the usual thing in a civil trial. Circumstances proved must amount to a reasonable certainty so as to establish the alleged corrupt practices and unless that is done, the charge cannot be stated to have been proved. The corrupt practice relating to Anant Ram resident of Gram Panchayat Shivan who was stated by the petitioner to have been given a false certificate at the instance of Khachi to facilitate undue compensation to him, has not been substantiated by any evidence, except the statement of Bhalaik. The learned counsel for the petitioner gave up this ground of corrupt practice as according to him no evidence existed to prove it.

Appraising the evidence of the petitioner in the manner stated above, I cannot help concluding that the charge

of corrupt practices is not proved against respondent. The issues is, therefore, decided against petitioner.

**Issue No. 5.**—There has all along been emphasis on recount, and therefore, it is desirable to take up this issue immediately after the allegations of corrupt practice are disposed of.

The plea of re-count necessarily incorporates a plea of inspection and scrutiny of ballot papers. Section 87 of the Act has provided that the provisions contained in the Code of Civil Procedure shall be applicable "as nearly as may be" for deciding every election petition. In other words, it would mean that discovery and inspection of documents within the narrow limits of Order 11 of the Code may be ordered in an election petition. But the difficulty is that the ballot papers are supposed to be in the possession of the Returning Officer who is not a party to the election petition. Therefore, it cannot be corrupt to say that the Returning Officer would be liable to give discovery and inspection of ballot papers under Order 11 of the Code. But the election tribunal is not on that count without authority to order inspection of ballot papers. In fact, such a power is clearly implicit in sections 100(1) (d) (iii), 101 and 102 of the Act and rule 93 of the Conduct of Elections Rules 1961. This power has to be exercised subject to the Statutory restriction about the secrecy of the ballot papers prescribed by sections 94 and 128 (1) of the Act. Before the petitioner can be granted facility of such scrutiny and inspection, he has to set forth the material facts containing full particulars so that the facts relied upon by him for improper reception or refusal of ballot papers are made known and the tribunal is able to lay its hands on the exact bunch of ballot papers which are supposed to have been improperly received or refused or rejected within the meaning of section 100(1) (d) (iii) of the Act. After such material facts are supplied to the tribunal, evidence has to be adduced for making out a *prima facie* case which satisfied the conscience of the Court that scrutiny and inspection of ballot papers would be necessary in the interest of justice. If the averments made in the election petition are vague and do not comply with the statutory provision of section 83 (1) (a) of the Act and *prima facie* evidence is not given to substantiate the ground of improper reception or refusal of ballot paper, inspection or scrutiny of ballot papers would not be permissible. This is so because at every stage the defeated candidate is afforded opportunity under the rules to remain present at the counting of votes, and watching the proceeding of the Returning Officer inspecting and rejecting votes and if necessary to demand re-count. If he has missed the bus at any stage and is grossly negligent inasmuch as he does not point out any mistake at the appropriate time, the presumption would be that he was satisfied with the process of counting. In that situation, it would be nothing but an attempt to fish out a plea in his favour by claiming recount at a subsequent stage. A mere allegation that the petitioner suspects or believes that there has been improper reception, refusal or rejection of votes, will not be sufficient to support an order for inspection. He cannot be permitted to fish out evidence to support such a plea for which he neither cared at the proper stage of counting, nor produced *prima facie* evidence in support of it. In support of the view that I have taken reference can be made to *Ram Sewak Yadav Vs. Hussain Kamil Kidwai* (A.I.R. 1964 Supreme Court 1949), *Dr. Jagjit Singh Vs. Giani Kartar Singh* (A.I.R. 1966 S.C. 773), *Jitendra Bahadur Singh Vs. Krishna Behari* (A.I.R. 1970 S.C. 276) and



*Sumitra Devi Vs. Shri Sheo Shanker Prasad Yadav* (A.I.R. 1973 S.C. 216). In *Tribeni Ram Vs. Satya Deo Singh* (A.I.R. 1966 S.H.S.B.S.F. 20) the closeness of the voting or a narrow majority of votes was not itself considered a justification for a recount. A similar view was taken in *P.R. Francis Vs. A.V. Arivan* (A.I.R. 1968 Kerala 252).

Keeping regard to all this, if one considers carefully the evidence adduced by the petitioner, one cannot help concluding that material fact within the meaning of section 83 (1) (a) have not been given and vague allegations are made for improper reception, refusal or rejection of voting papers. The petitioners and his counting agents all along attended the counting process and did not raise a finger in protest. They did not bring in an application for recount within time under rule 63 or the Conduct of Elections Rules, 1961. The Returning Officer gave them opportunity to bring such an application after he signed the final result sheet in Form 20. The petitioner was *prima facie* satisfied with the counting. It is only later on that he brought an application for recount which was not entertainable under sub-rule (6) of rule 63.

An attempt was made to differentiate between inspection and re-count. But in my opinion there is no material difference in the two processes. A re-count is only made after inspection and secrecy of ballot papers is bound to be distributed. Therefore, whatever restrictions, are laid down for inspection are equally applicable for recount of ballot papers. The petitioner contended that the counting staff was quick in sorting out the ballot papers, so that it was difficult for his agents to find out the mistakes. According to him one complete bundle of votes was exchanged and Khachi was given the credit of 50 votes. The border line cases were decided in favour of Khachi. The postal ballot papers were wrongly rejected, and that the application for recount was not entertained.

The evidence which the petitioner produced in support of these allegations, rather indicates that no irregularity was committed in the counting. Every opportunity was given to the petitioner and his agents to scrutinise the ballot papers and the border-line cases were decided by the returning officer in the presence of the candidates. Those postal ballot papers which were received late, were rejected as the rules provided for such rejection. The transfer of one bundle of votes from one tray to another is clearly an after thought because every opportunity was afforded to raise such an objection then and there. This was never done by the petitioner or his counting agent. It is also contended by the petitioner that sumptuous feast was given by Khachi in Clarke's Hotel and the counting staff was invited. This has also remained unsubstantiated by evidence.

The petitioner gave his own statement and produced three witnesses Sirkek (PW 18) Prakash Chand (PW 21) and Rattan Chand (PW 22) in support of these allegations. Sirkek stated that Bhalaik was not aware of the rule which called for the presentation of counting agents one hour before the start of count. Accordingly he had to select at random some inexperienced persons. This fact is not borne out from the statement of Bhalaik himself as according to him Rattan Chand (PW 22) who was picked out at random was sufficiently experienced. According to Sirkek, he was informed by Rattan Chand that one bundle was passed on to the tray of Khachi. Sirkek at once conveyed the information to Bhalaik. He was asked by Bhalaik to bring

a written application for recount. Sirkek came outside and met one Harnam Chand Bhalaik whom he sent to the Congress Office to bring the application. Subsequently, the application was brought after a great delay and the result sheet in Form 20 was signed by the Returning Officer. It is apparent from the statements of these witnesses that Bhalaik or Sirkek could have immediately informed the Returning Officer that they would demand a recount and for that Sirkek was sent outside to bring in the Application. A very unconvincing story is invented, inasmuch as Bhalaik stated that he did tell the Returning Officer about the recount application but due to chaos and confusion the Returning Officer could not hear. The Returning Officer Shri S.K. Alok (DW 13) denied all this and categorically stated that no request was made to him at any stage before he signed the final result sheet and declared it, that Bhalaik was dissatisfied with the counting and was to move the application for recount. He further denied that any chaos or confusion prevailed and rather stated that the atmosphere was peaceful. Had Bhalaik stated like that he would have certainly paid heed to his request. Sirkek admitted in his statement that the counting agent of Bhalaik was present on each table. Besides him, there was another supervising counting agent, Bhalaik himself was, of course, sitting by the side of the Returning Officer at that time. Sirkek also admitted that doubtful and disputed ballot papers were brought to the Returning Officer for his decision. The presumption is that Bhalaik must have seen those ballot papers and could very well give his opinion to the Returning Officer. Sirkek did not complain to the Returning Officer about the irregularities committed in regard to the counting. He did not tell the Returning Officer that one complete bundle of votes was passed on to Khachi and illegally counted in his favour. Similarly, according to Sirkek no other counting agent brought any such complaint, to the notice of the Returning Officer. The witness further admitted that he could very well see which were the ballot papers of doubtful validity and he knew their particulars. If that was so, he was not handicapped by any hurried counting. Sirkek did not go inside the counting hall while once he came out of that hall. In fact, he should not have waited out side because he should have known that the counting process would be over and the result sheet would be signed, by the time Harnam Chand Bhalaik would return back from the Congress Office. As such he could not have lost the opportunity and must have gone back to the counting hall to report to the Returning Officer. But this he never did. It is easy to conclude, that after the result was announced, Bhalaik went to the Congress Office and was advised by somebody to put in an application for recount although it was a very late stage for giving that application. Bhalaik wrote the application and brought it to the Returning Officer. According to Sirkek, the Returning Officer Shri S.K. Alok did ask before signing the result sheet as to whether any body had any objection. If that was so, why did not Bhalaik or Sirkek point out to the Returning Officer that they were bringing an application for recount as so many irregularities were committed. Sirkek could not give any reason why the application for recount was not written then and there, and why it was sent for from the Congress Office Prakash Chand (PW 21) was one of the counting agents. He stated that he had no experience of counting process. However, he could not tell as to whether any irregularity was committed during the counting. His statement is good for nothing for the petitioner. Rattan Chand (PW 22) is the other counting agent and he stated for that bundle of votes which related to Bhalaik and was credited in favour of Khachi. According to

Rattan Chand, when he protested he was threatened and hence he kept quite. This explanation hardly deserves any credence. After the counting was over, he complained to Tara Chand Sirkek about that irregularity. He did not himself make any complaint to the Returning Officer. Bhalaik (PW 27) admitted that he was sitting at the table of the Returning Officer all along the counting was done. He stated that Sirkek came and told him about the irregularities reported to him by Rattan Chand. He advised Sirkek to go to the Congress Office and bring the application for re-count. Afterwards Sirkek was not permitted to enter the counting hall when he brought that application. He was stopped by the security staff because the counting of a different constituency was going on at that time. He proved these orders made by the Returning Officer (Ex. PW. 27/A) on recount application. The application of recount itself did not disclose any reason why the recount was being solicited. The order of the Returning Officer was simple and indicated that the application was moved in contravention of sub-rule (6) of rule 63 as the result sheet in form 20 was already signed, by him. The Returning Officer had also noted the time when he made that order. No exception can be taken, to the order made by the Returning Officer. He could not but reject the application for recount. Bhalaik stated in his cross-examination that his counting agents already knew the process from before and they were better qualified than him that work. He was asked pointedly about Rattan Chand and he stated that his presumption is that he must have attended several counting processes. Besides, the counting staff and, supervising staff, SDM Rampur Bushehr and General Assistant Kasumpti were also present inside the counting hall. Thus there was no dearth of officers to whom Bhalaik could have reported about the irregularities. Anyone of them could have been told that he was about to bring an application for recount. Sirkek informed him at the very table of the Returning Officer and even then he did not pass on that information to the Returning Officer which he could very well do. At that time the counting was going on and sufficient opportunity existed for bringing all the facts to the knowledge of the Returning Officer. He admitted that he did not tell any of such irregularities to the Returning Officer. He was all along waiting for the return of Sirkek and that is hardly an excuse for not complaining to the Returning Officer. At the far end of his statement, when the petitioner was pressed to give an explanation as to why he deferred his objection uptill he received the recount application, he started saying that the Returning Officer could not hear his request because of the confusion and chaos which prevailed in the counting hall. He did not repeat his request to the Returning Officer because by that time the result was announced, and he felt perturbed.

As against this evidence, the respondent produced Shri S.K. Alok (DW 13), the Returning Officer, V.P. Singh (DW 9), and Kishori Lal (DW 17). He, of course, gave his own statement. The Returning Officer Shri Alok (DW 13) has given very convincing and straightforward statement. Besides telling the strength of counting staff which was entrusted with this task, he stated that the three candidates were sitting by his side. He was himself scrutinising every doubtful vote and was passing orders after giving full opportunity to the candidates to raise objections. Supervising counting staff was permitted to move about from one table to the other and see the counting work. Similarly, each of the candidates was free to move about from one table to the other. No complaint whatsoever was made to the Returning Officer and no irregularity was pointed out.

Before announcing the final result and signing result sheet the Returning Officer paused for 5 to 7 minutes in order to know if a request for recount was being made. As no such request was made, the result was finally declared. According to Shri Alok, no chaos or confusion existed and every body was quite uptill the stage of final announcement of the result. No request was made by Bhalaik at any stage to the effect that he was bringing an application for recount. According to the Returning Officer, one or two persons had raised a few slogans for half a minute, but they were stopped by him and thereafter it was all quite and hence there was no occasion for him to have missed to hear the request which Bhalaik might have made for recount. The application, according to Shri Alok, was brought at 2.5 P.M. and he had signed the final result sheet at 1.30 P.M. As it was a delayed application and so it was rejected. It is submitted on behalf of the petitioner that a written application for recount was required to be given under rule 63. He that so, but the fact of the matter is that an oral request could be made for such an application and as Shri Alok submitted he was likely to wait for the written application. It was not difficult for Bhalaik to have availed of the opportunity. If he did not do so, the fault lies with him and with nobody else. The Returning Officer had also made random checks of recount and corrected any mistake which he detected. According to him, some of the postal ballot papers were received beyond the prescribed time and hence the same were rejected. Bhalaik never objected before him for the rejection of such postal ballot papers. According to the Returning Officer, Bhalaik did tell him while presenting the application for recount that he could not bring it within the prescribed time as his man had gone outside to bring the application and was not permitted to enter the counting hall as counting for another constituency was going on. It is not difficult to believe that Bhalaik must have stated like that before the Returning Officer because that was the only excuse which he could give for bringing the application late and beyond the prescribed time. If Bhalaik gave such an excuse, it would not go to mean that he was not afforded opportunity to make the request at the earlier stage. Kishori Lal (DW 17) was, of course, the third candidate and he was also sitting along with the Returning Officer. According to him, no irregularity whatsoever was committed during the course of counting. Bhalaik did not raise any objection in that regard and in fact made a round himself at the counting tables. The Returning Officer had asked them if they were satisfied with the counting. Bhalaik answered in the affirmative as he had no objection as to the counting. According to Kishori Lal, Sirkek never went outside the counting hall at any stage. The Returning Officer asked, according to Kishori Lal, three times as to whether anyone had any objection and as to whether he wanted to raise any question of recount or not. As all were satisfied with the counting, the final result was signed by him. According to Kishori Lal, there were no shouts or slogans raised within the counting hall. Khachi respondent (DW 18) corroborated Kishori Lal. He stated that Sirkek had never gone outside the counting hall. According to the respondent, the counting work went on at a reasonable place and no hurry was shown at any stage. The doubtful and disputed votes were brought to the Returning Officer for decision. Bhalaik had every opportunity of raising his objection. No request whatsoever was made by Bhalaik for recount and the application was an afterthought. No slogans or shouts were raised inside the counting hall and so it was not difficult for Bhalaik to have conveyed his request of recount to the Returning Officer. In fact there was a pause and the Returning Officer wanted to know if any body was bringing an application for

recount. None brought such an application and the result sheet was signed V. P. Singh (DW 9) was one of the counting agents for Khachi and he was occupying table 5 where Rattan Chand (PW 22) was posted on behalf of the petitioner. According to V.P. Singh, Rattan Chand, did not leave that table and so it is wrong to state that he whispered any complaint to Sirkek regarding the missing of the bundle of votes from the tray of Bhalaik. The witness denied that any such bundle was missing or given credit to Khachi. The counting agent for the petitioner used to move about from one table to the other and he was sufficiently vigilant. According to V. P. Singh as well as Khachi the petitioner himself congratulated Khachi and acknowledged his defeat after the result was announced. According to V. P. Singh, no slogans were raised inside the hall. As there was not enough space at his table and they were all sitting cramped up, Rattan Chand could not move out of his seat and so he did not go to Sirkek to make that complaint.

With this evidence on record, it is not difficult to hold that no objection whatsoever was raised by the petitioner at the time of counting as, in fact, no irregularity was committed. The petitioner did not make a request for recount. Subsequently when the result was already announced and the result sheet was signed in Form 20, he brought an application from the Congress Office and the same was rightly rejected by the Returning Officer. It is not difficult to hold in the circumstances that the particulars for re-count given in the petition are vague and whatever evidence is adduced does not even make out a *prima facie* case in support of inspection or recount of voting papers. The inference is irresistible that the petitioner wants to have a proving and fishing enquiry as he considers that a probe into the pollot papers might result in something good for him. It is apparent he has only a distant hope of declaration of result in his favour. In a situation of like nature, hardly a case of recount is made out their inspection of Ballot papers for recount cannot be permitted and the issue is decided against the petitioner.

**Issue No. 4.**—The petitioner has stated about instances of improper reception, refusal or rejection of ballot papers. He has also submitted that non-compliance with the provisions of the Act and its rules has been made. Before he can declare the election of the returned candidate void, the petitioner has further to prove that the result of the election in favour of the returned candidate was materially affected, due to these irregularities. Firstly, there is no evidence to substantiate that Khachi or any of his agent was responsible for these alleged acts of commission or omission. Secondly, there is no indication whatsoever that the result of the election was materially affected so that the scale turned in favour of the respondent due to these irregularities.

It was stated on behalf of the petitioner that 25 persons who were registered as voters at Kelvi polling station were not permitted to cast their votes. Sadh Ram ex-M.L.A., was present at that time at the polling station. These voters complained to Sadh Ram and he went to the presiding officer, but the voters were not allowed to cast their votes. In support of this allegation, Sadh Ram (PW 25) was produced by the petitioner. This witness produced a list of voters Ex-PW. 25/A and according to him he noted down these names at that time when the complaint was received by him. It is very significant that the names which were written in the list bear the serial numbers in the same order, in which their entries

are found written in the electoral roll. The presumption is that the names were copied out from the electoral list and the document was brought by Sadh Ram when he appeared in the witness-box. It is difficult to believe that the voters appeared before him in the same serial order in which their names were found written in the electoral list. This feature pertains to the list Ex. PW 25/A and renders the allegation extremely doubtful. Apart from this, it is difficult to believe that the Presiding Officer who was a Government official and who is produced by the respondent, would have refused any eligible voter to cast his vote at that polling station. Sadh Ram stated that he had noted the names of those persons at that very place after making enquiries from them. First he prepared the list and thereafter he tallied it from the voter's list. That is why I have stated above that it was a strange coincidence that the voters appeared before him in the same serial order in which their names appeared in the voters list. Sadh Ram did not inform Bhalaik at any time about the names of such persons who were not permitted to vote. Sadh Ram did not make any written complaint to the presiding officer which he should have done as he was an active supporter of Bhalaik. He could not give any reason why he did not make any such written complaint to him. Himanshu Rai Tiwari (DW 10) was the Presiding Officer of Kelvi P.S. and he gave his statement in favour of the respondent. He denied specifically that any such complaint was made by Sadh Ram or that he disallowed any eligible voter to cast his vote at that polling station. There is no reason to disbelieve this witness. Therefore, it is entirely a got-up story that 25 eligible voters were not permitted to cast their vote at Kelvi P.S. it has been vaguely asserted in the petition that unauthorised polling agents were appointed. An attempt was made to point out some formal defects in the appointment forms of such polling agents. Either one or two columns were left blank in some cases or the signatures were not obtained at proper places. So long as these defects do not materially affect the election, no notice can be taken of them and they would be of no avail to the petitioner. Similar formal defects exist also in the appointment forms filled in by the petitioner. It was then stated that certain officials who were on election duty were not given certificates in order to enable them to vote at respective places of duty. This ground too is unsubstantiated. It is clear from the statements of the witnesses that proper forms were not filled and appropriate steps were not taken to obtain signatures. The fault lay with these officials and not with the petitioner or his supporters. It is then contended that persons impersonated and gave votes on behalf of either dead persons or such persons who never came to cast votes. For this allegation, the petitioner could not be held responsible. No evidence has been established to associate the respondent indirectly in any such case of false impersonation. At Kumarsain P.S. it was stated that seven persons were helped by one and the same person when they went to cast their votes. Again, no evidence has been given for such an irregularity. The respondent explained as to how the result of the election was materially affected as a result of this violation.

Mohinder Lal, G.A., (PW 7) was produced by the respondent. He submitted that the ballot papers accounts. An attempt was made to explain slight mistakes in these accounts, but it was not possible to explain them successfully. No irregularity was, in fact, detected. Jandu (PW 19) was produced by the petitioner. He stated that he wanted a certificate to enable him to work at the polling station where he was deputed to work. It was then stated that the objection was raised that he had not the proper



application and therefore, the certificate could not be given. He did not send any application to the Returning Officer nor did he submit the proper form and hence the certificate could not be given. Similarly other also did not submit appropriate applications. Therefore, the certificates were not given because of the own default of those officials. Mr. Hinder Lal (PW 7) was again recalled as witness. He pointed out the formal mistakes which were noted in the filing up of the forms appointing polling agents. As I have stated before, these mistakes are only technical and never substantial in character. Bhalaik could not tell if the voting was affected because of unauthorised agents entering the polling stations. He could not tell if in eligible persons went to cast vote, nor could he state any instance where an ineligible person had voted.

Thus it was neither established that any improper reception, refusal or rejection of votes took place, nor that on any such acts of omission or commission the result of the election was materially affected in favour of the respondent candidate. The issue is, therefore, decided against the petitioner.

Some of the material grounds set out by the petitioner were similarly met by him in his previous petition which he filed against the respondent Khachi. Bhalaik was asked about those grounds and he pretended ignorance. He was asked about the distribution of 'chavals' and he stated that he does not remember if that was one of his attack in the previous petition. Similarly, he was asked about the official influence which was the ground of attack in the previous petition. He stated that he could not deny that in his previous election petition he had taken such a plea. Bhalaik could not name any person who was likely to vote in his favour

and due to these corrupt practices, voted in favour of Khachi. In the election of 1967, Bhalaik had lost against Khachi as he had lost in this Election.

The upshot of all that I have stated above is that none of the corrupt practices is proved against the respondent. Whatever irregularities have been suggested, the same are disproved and at any rate, Khachi or his agents were not responsible for them. The result of the election was not materially affected due to any such irregularity. No *Prima facie* case is made out for recount. The result is that the petitioner is not entitled to a declaration that he has been duly elected, or that the election of the respondent No. 1 is void.

*Issue No. 7.*—The petitioner is thus not entitled to claim any relief and the petitioner must be dismissed.

### ORDER

The petition is dismissed. No corrupt practice has been proved to have been committed by the respondent No. 1 at the election. The total amount of costs payable by the petitioner to the respondent No. 1 is fixed at Rs. 3,000.

A substance of this decision shall immediately be intimated to the Election Commission and to the Speaker of Legislative Assembly of Himachal Pradesh. Thereafter an authenticated copy of the decision shall be sent to the Election Commission.

May 15, 1973.

D. B. LAL,  
Judge.

By order,

B. N. BHARDWAJ,

Secretary to the Election Commission of India.

अनुपूरक

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## PART I

### PERSONNEL (A) DEPARTMENT

#### NOTIFICATION

*Simla-2, the 30th August 1973*

I-3-73-DP(Appnt).—The Governor, Himachal Pradesh is pleased to order that Shri R. N. Pandey, B.A. posted as Director of Economics and Statistics, Himachal Pradesh, will revert to his parent department and report to the Director, Government of India, Ministry of Labour and Rehabilitation (Department of Labour and Employment) Labour Bureau, 4, immediately.

The Governor, Himachal Pradesh in consultation with Himachal Pradesh Public Service Commission, is pleased to appoint Shri R. S. Bhatnagar as Director of Economics and Statistics, on officiating basis for a period of three months. The officiating post of Shri Bhatnagar will not confer upon him

any right or claim to regular appointment or for confirmation in the post.

L. TOCHHAWNG,  
Chief Secretary.

### INDUSTRIES DEPARTMENT

#### NOTIFICATION

*Simla-2, the 17th September, 1973*

No. 5-14/72-SI (Sectt).—The Governor, Himachal Pradesh is pleased to re-designate the post of Manager (Class II Gazetted) in the pay scale of Rs. 300-800 in the Himachal Pradesh Government Press as Assistant Controller (Printing), (Class II Gazetted) in the pay scale of Rs. 300-800 with immediate effect.

P. K. MATTOO,  
Secretary.